

Cases Reported this Week.

In the Solicitors' Journal.

Board of Trade, Ex parte, Re Pryor	595
Boyle, Campbell, & Co. v. Sacker	592
Churchill, Re, Manisty v. Churchill	592
Commissioners of Woods and Forests, Ex parte, Re Thomas	592
Dodds v. Preston	592
Guardians of Medway Union v. Guardians of Bedminster Union	591
Harrison v. Harrison	593
Hennessy v. Wright	591
Holmes v. Briarley	591
Jaynes, Ex parte, Re Dowson	592
The Queen v. Commissioners of Income Tax	591
The Queen on the Prosecution of F. K. Munton v. Lord Truro	593

In the Weekly Reporter.

Attorney-General v. Marquis of Alibury	737
Badeley v. Consolidated Bank	745
Barton v. North Staffordshire Railway Co.	754
Blair v. Eisler	767
Bond v. Evans	767
Coch v. Allcock	747
Cooke v. Cooke	756
Currie, In re, Bjorkman v. Kimberley	752
Dooby v. Watson	764
Gray v. Hopper	746
Harrison v. Harrison	748
Hilton v. Tucker	762
"Palinurus," The	768
Roots v. Williamson	758
Roper, In re, Roper v. Macdonald	750
Stonor v. Fowle	742
Waring v. Scotland	756

The Solicitors' Journal and Reporter.

LONDON, JULY 7, 1888.

CURRENT TOPICS.

THE LAND Charges Registration and Searches Bill, which, it may be remembered, was referred to the Select Committee of the House of Lords on the Land Transfer Bill, has, we are glad to learn, passed through Committee, with amendments. It is very much to be hoped that it may become law this session.

SOME RATHER strong remarks were made in Court of Appeal No. 1 on Thursday in the case of *Drummond v. Van Ingen & Co.* as to the practice of granting particulars. Mr. Justice WILLS had expressed in the Divisional Court an opinion that parties ought to be generous in granting particulars. The Master of the Rolls and Lords Justices LINDLEY and LOPES dissented from that view, and said that they were of opinion that for some years past applications for particulars had been too readily granted. Very often particulars were ordered of matters which would be more suitable subjects for cross-examination. The court ought not to grant applications for particulars unless they were thoroughly satisfied that they would be conducive to justice and to the proper trial of the action.

DURING THE PRESENT sittings the whole of the courts in the Royal Courts of Justice have been closed on two days on which there was no obligation to close them under the Rules of the Supreme Court—viz., on the Queen's birthday and on Saturday last, in order to enable a meeting of the judges to take place at the House of Lords. We say nothing as to the celebration of her Majesty's birthday, except that some subjects, even the most loyal, might perhaps consider that the day would be better honoured by the learned judges sitting for rather longer hours than usual; but, as regards last Saturday, we may perhaps be permitted respectfully to inquire whether the meeting might not have been fixed after two o'clock? It should be remembered that not only is inconvenience occasioned to suitors and solicitors by the postponement of the hearing of their cases, but that already the courts only sit on 215 out of the 365 days, and that the salaries of all the judges of the Supreme Court for each day of the sittings amount in the aggregate to the sum of £669, so that during the present sittings £1,338 will be paid for work not performed. We venture to think that LORD RANDOLPH CHURCHILL's attention might be better directed to this matter than to opposing the motion for the appointment of a new judge, who would be likely to earn at least a considerable portion of his salary.

THE QUESTION which arose in *Re Chifferiel, Chifferiel v. Watson*, before Mr. Justice NORTH (*ante*, p. 576), is one of importance having regard to the great number of originating summonses which are now adjourned into court. And in looking at the question of the time within which evidence is to be filed,

it must be borne in mind that a large proportion of these summonses result in a hearing which is as weighty as the hearing of an action, and that the parties know beforehand that the summons must be adjourned to be heard in court. It is not, therefore, matter for surprise that on the return of the summons before the chief clerk the parties are not ready with all their proofs. Both sides know it will be adjourned into court, and that such adjournment will afford time for completion of the evidence, and, therefore, it is not worth anyone's while to ask to have a time limited for filing affidavits. It is sometimes lost sight of that the adjournment into court is not an appeal from the chief clerk to the judge, but is simply a hearing of the case before the judge, to whom the chief clerk stands in the position of deputy. What the practice is on such occasions in chambers it might be difficult to state, but the theory is that when the chief clerk has decided what order he is about to make, his hand is arrested by one or both sides requiring an adjournment before the judge or into court. As regards those cases which are always adjourned into court, it would scarcely be right to shut the parties out from proving a case at any time before it actually comes on for decision, although, at the same time, there are difficulties in allowing affidavits to be filed up to the last moment. It should, therefore, be part of the duty of the chief clerk to make inquiries, and in all cases where it appears proper, to fix a limit for the filing of affidavits. Such a fixture would, of course, be subject to be enlarged on the usual terms.

THE MIDDLESEX REGISTRY CASE pursues its progress to the House of Lords; the obstacles from time to time thrown across the path of the prosecutor of the *mandamus* by the ingenuity of the learned counsel for the registrar being brushed away by the judges, only, we suppose, to be reconstructed before the supreme tribunal. It will be seen from the report we publish elsewhere that the Court of Appeal had no difficulty with the new point raised in the return to the *mandamus*—viz., that the enfranchisement deed presented for registration related to a "copyhold estate" within section 17 of 7 Anne, c. 20, and so was exempted from that Act. Section 17, it will be remembered, provides that "this Act shall not extend to any copyhold estates"; and Lord Justice COTTON construed this expression in that which we should take to be its natural sense—viz., that the Act is not to extend to conveyances of copyhold estates. The deed of enfranchisement, he said, was a conveyance of the freehold to a copyhold tenant; not in any way a conveyance of a copyhold estate. This appears to be a much sounder ground of decision than that adopted by the Divisional Court, who seem to have held that the deed "affected a manor" within the words of section 1 of the Act. With regard to the other points raised by the return to the *mandamus*—viz., that under section 5 the memorial must be attested by one of the witnesses to the execution of the deed by the grantor, and that the oath required by the same section can now only be taken at the registry office, the court were perhaps rather less confident in their decision, but we do not see how the reasonableness of the construction they adopted can be questioned, and, in spite of the remark of Lord Justice COTTON, that the provisions of 16 & 17 Vict. c. 78, with regard to the London commissioners to administer oaths in chancery, are not clear, we venture to think that the only proper construction of them is that which has now been adopted by the High Court and Court of Appeal. The fiercest battle, however, will be that waged before the House of Lords, and one may be sure that nothing which learning or ingenuity can suggest will be wanting to persuade the ultimate court of appeal to reverse the recent decisions.

WE REPORT elsewhere a case of *Ex parte the Board of Trade, Re Pryor*, from which it will be seen that the bankruptcy authorities have set out afresh in their old enterprise of cutting down solicitors' costs and diminishing the range of their employment; and have sustained a rather galling defeat. It will be remembered that section 57 of the Bankruptcy Act, 1883, enables the trustee in bankruptcy, with the permission of the committee of inspection, to "employ a solicitor or other agent to take any proceedings or do any business which may be sanctioned by the committee of inspection." In the recent case a firm of solicitors

were employed by the trustee in a bankruptcy, with the authority of the committee of inspection, to do certain work which was not strictly legal work, but administrative work. The Board of Trade alleged that, as the work was not strictly legal work, the committee of inspection had no authority to sanction it; and, under rule 124 of the Bankruptcy Rules, 1883, the Board required the taxation of the solicitors' bill to be reviewed by a bankruptcy taxing master. The taxing master was of opinion that the trustee could only employ a solicitor for strictly legal work, but he referred the matter to Mr. Justice CAVE. On the hearing it was admitted that the solicitors could not charge their ordinary fees for administrative work, but it was contended that they could be employed by the trustee in bankruptcy to do administrative as well as legal work, being paid for the former reasonable charges according to the work done. The learned judge decided in favour of this contention; and we confess it puzzles us to understand how anyone could extract from section 57 (3) of the Bankruptcy Act, 1883, the restriction which the Board of Trade endeavoured to place on the employment of solicitors.

IT IS CERTAINLY remarkable that the Attorney-General, who expressed his disapproval of Sir E. CLARKE'S views on the fusion of the two branches of the profession, should have taken a step which is, perhaps, of all others, the most likely to bring about the result he deprecated. His letter to Mr. YERBURGH laying down the rule that as regards non-contentious business there is "no objection to a barrister seeing and advising with a lay client, without the intervention of a solicitor, upon points relating to the lay client's own personal conduct or guidance, or the management or disposition of his own affairs or transactions," if it should result in any extensive alteration of the practice of the bar, is likely to bring about a movement on both sides for fusion: on the part of the bar because the barrister, acting on the Attorney-General's dictum, will find himself hampered and embarrassed at every turn by the limitations imposed on him by the rule as stated. The Attorney-General warns him that he must be careful not to advise upon matters which are, in effect, of a contentious nature, and he carefully avoids telling him that he may do anything more than "see and advise" the lay client; but seeing and advising are in most cases useless without measures being taken to carry out the advice by correspondence and interviews with the other side. On the part of the solicitor there will be a movement for fusion because, if non-contentious work is to any extent to be taken out of his hands, he will naturally think it desirable to seek for compensation by obtaining the right to conduct throughout all litigious work. It is, in our opinion, unfortunate that the Attorney-General should have thought it necessary to gratify Mr. YERBURGH'S thirst for information. The matter is, as the Attorney-General says, governed by the practice and tradition of the profession, and it is to be regretted that the head of the bar should have attached so much weight to tradition and so little to practice. The bar have, no doubt, always claimed certain rights of seeing clients without the intervention of the solicitor. So has the Crown always claimed the right of saying with regard to a Bill, "*la reine s'aviserà*" instead of "*la reine le veut*," but since 1707 it has never been said; and we believe that in practice the theoretical right of the bar has fallen into equal disuse. Very little common sense is required to shew how inconvenient and unprofitable the traditional restricted prerogative would be. A barrister would have to spend half his time in extracting from his lay clients the facts of their cases; in eliminating from a mass of matter the relevant facts, and in sifting for himself the questions which, according to the present practice, are placed before him ready sifted. The conveyancer would have to construct his own abstracts of title and to peruse lengthy original deeds. The amount of the new work thus obtained would not be sufficient to enable the barrister to hire skilled assistance to supply the place of the solicitor, and he would have to undertake it himself. Nothing but a large increase in fees could compensate barristers for the labour and anxiety attending this limited sort of practice, and if fees were largely increased the lay client would naturally see no advantage in the change. There are other considerations which possibly the Attorney-General has overlooked. Is the barrister to work for his lay client without being able to sue him for fees? If not, is the barrister to be liable for negligence? As regards

solicitors, it would seem to be very unfair, whatever the traditional rights of the bar may be, to take out of their hands work which, by general consent, has now for many years been practically regarded as belonging to them exclusively. The result of the general adoption by the bar of the Attorney-General's ruling would be, in the first instance, deplorable jealousy and strife between the members of the two branches of the profession; and, in the next place, a movement for fusion; and, in our opinion, the best thing that can happen is that the matter should be allowed to go to sleep.

HOWEVER PROPER it may be in theory to vest the right of electing a vicar in the general body of parishioners, there is no doubt that, in the few cases where it exists, it has had some curious results, and at any rate it has not been unproductive of litigation. It is enough to mention the Clerkenwell case which was before Lord HARDWICKE, C., in *Attorney-General v. Parker* (1 Ves. sen. 43), and as to which it was stated by Lord ELDON, C., sixty years later, when it came up again in *Attorney-General v. Forster* (10 Ves. 337), that suit after suit had arisen with regard to it in every period of the preceding century. But without considering the advisability of continuing this mode of election, it is curious to notice the manner in which it is likely to be put an end to. In 1883 the City of London Parochial Charities Act (46 & 47 Vict. c. 36) was passed. By section 5 the Charity Commissioners are empowered to inquire into the property subject to certain parochial charities, and to make a statement of it. This being done, they are to prepare a scheme for its future application and management. To provide, however, against mistakes in their return, section 10 enacts that any persons alleging that property which the commissioners have determined to be charity property is not such, but that they are entitled to the same free from any charitable trust, may apply to the High Court by petition asking for a declaration accordingly. In two parishes—St. Stephen's, Coleman-street, and St. Mary's, Aldermanbury—the advowson, or the right of appointing the vicar, is vested in the parishioners. But an advowson is a right of property, and comes under the general denomination of property, however much in its institution or in its essence it may be simply a duty or trust. The commissioners, therefore, acting under section 5, have included it in their return of charity property, and intend to make it subject to their new schemes. It certainly looks as though this were depriving the parishioners of their right by a side wind, and the two parishes have petitioned against it under section 10. It is only technically in such a case that an advowson can be regarded as property, and the subsequent clauses of the Act, which relate to the disposition of the charity property, do not seem very apposite to it. At one time, indeed, Lord HARDWICKE seems to have doubted whether an advowson could be charity property at all (*Attorney-General v. Parker*, *supra*), but for this there does not seem sufficient reason, nor for the suggestion of Sir G. JESSEL, M.R., in *Attorney-General v. Webster* (20 Eq. 483), that the election of a vicar was, in a sense, merely the election of a trustee for the parish for spiritual purposes. The true view was put forward by Lord ELDON in *Attorney-General v. Forster* (*supra*), where he pointed out that, while the legal interest was vested in the trustees, they were bound to nominate according to the direction of the parishioners, who were, indeed, simply the *cestuis que trustent*. But though the law generally—that an advowson, being property, must, when held in trust for a parish, be charity property—may be clear, yet it might have been expected that, if the Act was aimed at popular election, it would have been explicit on the point. In the absence of express mention, and considering the general tenor of the clauses relating to the inquiry into and disposition of the charity property, the matter is possibly not so clear as it seemed to Mr. Justice KAY when he declined to grant leave to appeal.

THE CASE of *Re Pennington*, before Mr. Justice CAVE last week, was a very clear illustration of the rule that even the marriage consideration will not support a settlement as against creditors, where it is involved in fraud to which the wife has been a party. That the wife must be a party is, of course, clear, and if there is

no actual participation in fraud she will not be damaged by minor matters, such as incorrect recitals. Thus, in *Campion v. Campion* (17 Ves. 263a), there was a false recital that the property belonged to her; and in *Kewan v. Crawford* (6 Ch. D. 29) there was a false recital that the intended husband was indebted to her; but in neither case, although the husband was in insolvent circumstances, was the settlement held to be invalid. In the second case it was held, on appeal, by JESSEL, M.R., that the settlement was for value given by the wife—namely, the consideration of marriage—and that she was no party to the fraud, and that it was unimpeachable on the part of the creditors. But where the wife is a party, of course it is very different, and the true principle was laid down by Sir JOHN STUART, V.C., in *Colombine v. Penhall* (1 Sm. & G. 256):—"Where there is evidence of an intent to defeat and delay creditors, and to make the celebration of a marriage a part of a scheme to protect property against the rights of creditors, the consideration for marriage cannot support such a settlement." And this was adopted by MALINS, V.C., in *Bulmer v. Hunter* (8 Eq. 50). It may be pointed out that although the wife may forfeit her claim to have the marriage consideration upheld, yet there are still the unborn children whose interests are meant to be provided for by the settlement. Obviously, however, there is no reason why two people should be allowed to conspire together to maintain their future offspring at the expense of present creditors. In the case before Mr. Justice CAVE there was little difficulty. The previous history of the lady was, in the way of marriage, somewhat extraordinary. The marriage with her fifth and present husband seemed to have been postponed for several years with great facility, and, when it did take place, it was very suitably preceded by a settlement designed to save the wreck of his property from his creditors, and, as his wife ingeniously put it, to provide something for his old age.

THE NATIONAL DEBT (Supplemental) Act, 1888, which became law on the 28th ult., effects a few changes rendered necessary by the passing of the Conversion Act. Under the National Debt Act, 1883, Consols standing in the name of the Paymaster-General on behalf of suitors of the Supreme Court, to the amount of forty millions, were authorized to be converted into terminable annuities. These will now be reconverted into 3 per cent. stock, to which the provisions of the Conversion Act (including, of course, the provision as to the payment of the bonus) will apply; and Parliament will thus be enabled to deal with the entire balance of unconverted Consols; while, on or before the 5th of July next, the Treasury Commissioners will cancel a considerable amount of the new stock, which will be converted into a new terminable annuity. Reduction in the rate of interest payable by the National Debt Commissioners from 3 to 2½ per cent. after the 20th of November next is made in the case of deposits in trustee savings banks, and also in that of money deposited by friendly societies with the National Debt Commissioners; while the price of Government annuities will be reckoned on the basis of a 2½ instead of a 3 per cent. stock, and such annuities will in future be payable quarterly on the same days as the new 2½ Consols.

On the 28th ult. the Royal Assent was given to the following public Bills:—Customs Wine Duty; Westminster Abbey; Electric Lighting Act (1882) Amendment and National Debt (Supplemental).

With regard to the attack which was made in the recent turf libel case by Sir Henry James on Messrs. Lewis & Lewis, on the ground that "Messrs. Lewis & Lewis, who had been consulted by Wood, had not only withdrawn from the case (in which they were quite right), but carried over to Lord Durham the information they had obtained," the *Pall Mall Gazette* publishes an interview with Mr. George Lewis, in which he is reported to have said:—"I was solicitor for three days for Mr. Wood, and I did appear for the *Licensed Victuallers' Gazette*. Last December Wood came to me with an introduction from General Williams. He brought me the three lines which formed the substance of the libel about the pulling of Success, and asked me if they were libellous. I glanced at them, and said that if he had not pulled Success they were libellous and formed ground for an action. He asked when such an action would come on. I said that a civil action would not come on for months. That, he said, would not suit him at all. I explained that, if he wished the case to be taken sooner, he must proceed criminally, and that the first step was to obtain a *fat* from the Public Prosecutor. He then asked me to apply for a *fat*, and departed. I applied for the *fat*, obtained it, and from that day I have never had another interview with Wood."

DECISIONS ON THE SETTLED LAND ACTS, 1882—1887. I.

OUR readers will remember that we published recently a series of articles upon "Sales by a Tenant for Life under the Settled Land Act" (*ante*, pp. 269, 286, 302, 317). It is now proposed to supplement those articles by some notice of other points arising in connection with the Settled Land Acts, which have been the subject of judicial decisions. It is not our intention, at a date so long after the passing of the principal Act, either to summarize or to discuss its provisions, except in so far as may be necessary to arrive at a proper understanding of the cases to which we shall refer.

The meaning of settlement and settled land.—The definition of a settlement within the meaning of the Act is given in section 2 (1), and is, in effect, any instrument, or any number of instruments, of whatever nature, and whether made before or after the passing of the Act, by which any land, or any estate or interest in land, stands for the time being limited to or in trust for any persons by way of succession. Settled land is defined as land, or any estate or interest in land, which is the subject of a settlement (section 2 (3)), and also any estate in remainder or reversion not disposed of by the settlement, and reverting to the settlor, or descending to his heir if the settlement be made by will (section 2 (2)). The time of the settlement taking effect is to be looked to in determining whether the land is settled land (section 2 (4)). In the word "land" is included incorporeal hereditaments, and also an undivided share in land (section 2 (10, *cl. i.*)): *Re Rivett Carnac's Will* (33 W. R. 837, 30 Ch. D. 136); *Re Earl of Aylesford's Settled Estates* (34 W. R. 410, 32 Ch. D. 162); *Re Collinge* (36 W. R. 264, 36 Ch. D. 516), discussed *ante*, p. 302.

By section 63, land settled upon trust for sale, when the income of the money arising from the sale, or the rents until sale, are to be applied for the benefit of any person for life or other limited period, is settled land, and the instrument or instruments creating the trust for sale are a settlement within the meaning of the Act.

Upon this last section it has been held that, although as a rule a settlement may be composed of more than one instrument—*e.g.*, a will and a settlement executed by a beneficiary under the will—yet, in the case of a trust for sale, the only instrument to be considered is that which actually creates the trust for sale: *Re Earle and Webster* (31 W. R. 887, 24 Ch. D. 144). In the case of a settlement not by way of trust for sale, it was stated by Pearson, J., to be the clear meaning of the Act that all the instruments by which the land is settled together form the settlement, and he gives, as an instance, a will giving property to A. for life, with remainder to B. in fee, and B., after that, making a settlement of his reversion in fee on himself for life, with divers remainders, in which case he says the will and settlement would together constitute the settlement within the meaning of the Act: *Wheelwright v. Walker* (31 W. R. 363, 23 Ch. D., 759). The very case suggested by him afterwards came before the same learned judge in *Re Knowles* (33 W. R. 364, 27 Ch. D. 707), and he then saw reason to modify his opinion, for he held that when the original settlement is complete in itself, settlements of absolute interests taken under it are not part of the settlement under the Act, even when the absolute interests are still reversionary.

Land has been considered as settled land when it has come to an infant as next of kin of his father, the land having been partnership property, which has been retained by the administrators *in specie*: *Re Wells* (31 W. R. 764).

Land settled on trust to sell after a limited period is not settled land until the expiration of that period within the meaning of section 63, for until then it is not subject to a trust or direction for sale: *Re Horne's Settled Estates* (W. N., 1888, pp. 111, 127).

CAPITAL MONEYS.

What are capital moneys?—Section 2 (9) defines "capital money arising under this Act" as capital money arising under the Act and receivable for the trusts and purposes of the settlement. This definition seems rather to beg the question, but it may be made more clear by transposing the section in the manner done by Lord Esher in *Duke of Marlborough v. Marjoribanks* (34 W. R. 377, 32 Ch. D., at p. 5), so as to make it read, "Capital money arising under this Act and receivable for the trusts and purposes

of the settlement, is in this Act referred to as capital money arising under this Act." Unless the settlement expresses a contrary intention, part of all rents and royalties receivable under any mining lease are capital moneys—namely, when the tenant for life is impeachable for waste, three-fourths, and in other cases, one-fourth (section 11). Three-fourths of any money received for the sale of timber is capital money if the tenant for life is impeachable for waste (section 35).

Money raised by mortgage of the settled land and required for enfranchisement, or equality of exchange or partition, is capital money under the Act (section 18). And by sections 32 and 33 money in court under any Act of Parliament liable to be laid out in the purchase of land, and money in the hands of trustees under a settlement and liable to be laid out in purchase of lands under the settlement, are capital moneys, and may be invested as such in addition to any powers of investment authorized by the Act under which they have been paid into court, or by the settlement. The Lands Clauses Act is one of the Acts referred to, and section 69 of that Act must be read along with this Act. The result is that money paid in under that section is capital money, and may be dealt with as such, although it is not, strictly speaking, settled, but is merely standing to the credit of a corporation or person absolutely entitled to it, but who would have been unable to sell the land which was compulsorily purchased except under the provisions of the Lands Clauses Act or of some special Act: *Re Byron* (23 Ch. D. 171). Even apart from section 33, money in the hands of trustees to be laid out in the purchase of land might be otherwise invested in any of the ways authorized by the Act, "for it is absurd to suppose that that cannot be done which the tenant for life could without question do after an estate had been purchased by re-selling the estate and investing the money arising from the sale": *per Chitty, J., Re Mackenzie* (23 Ch. D. 759). It has been decided by Chitty, J. (*Clarke v. Thornton*, 35 W. R. 603, 35 Ch. D., at p. 314), that money in court, not paid in under an Act of Parliament, but under the trusts of a will, liable to be laid out in the purchase of land, is in the same position as money in the hands of trustees, and may be dealt with as capital money. This view seems reasonable, but a contrary opinion, following more closely the wording of the Act, has prevailed in Ireland: *Burke v. Gore* (13 L. R. Ir. 367).

It has been held that when rents are directed to be expended in the management of estates, the surplus to be accumulated and used in paying off charges or in purchase of real estate to be settled upon similar trusts, the accumulations are not capital moneys; and this applies even to mining rents, although the leases may have been granted under the Act; it being in that case an expression of intention contrary to the provisions of section 11: *Re Duke of Newcastle* (31 W. R. 782, 24 Ch. D. 129).

Money arising from the sale of heirlooms—i.e., personal chattels settled on trust so as to devolve, so far as possible, with the land—is capital money, and is to be treated in all respects as such: *Duke of Marlborough v. Marjoribanks* (33 W. R. 871, 34 W. R. 377, 30 Ch. D. 127, 32 Ch. D. 1).

A fine received on the grant of a lease under any power conferred by the Act of 1882 is, by section 4 of the Act of 1884, to be deemed capital money.

Payment of capital moneys.—The mode of payment and of investment of capital moneys is subject to the direction of the tenant for life, and he may choose whether the money is to be paid to the trustees—i.e., the trustees of the settlement for the purposes of the Act (as to whom see *ante*, p. 317)—or into court. If it is paid to the trustees, of whom there must not be fewer than two, unless the settlement authorizes it (section 39) expressly or impliedly (*Garnett Orme, and Hargreaves' Contract*, 32 W. R. 313, 35 Ch. D. 595), the money is to be invested by them under the direction of the tenant for life, but of course in a proper manner; or failing any direction, then, subject to any consent required or direction given by the settlement, at their own discretion. If the money is to be paid into court, it is to be invested according to the direction of the court, on the application of the tenant for life or the trustees. In neither case can the investment, once made, be altered without the consent of the tenant for life (section 22). If, however, the tenant for life is an infant, and there are no trustees of the settlement for the purposes of the Act, but the court has appointed persons to exercise the infant's powers on his behalf without appointing trustees under section 38, the money must be

paid into court even although the persons appointed to execute the powers may be the trustees appointed by the settlement: *Re Countess of Dudley* (35 W. R. 492, 35 Ch. D. 338).

When the tenant for life has once either chosen, or acquiesced in, or consented to the payment of the money into court, no matter for what purpose, he has exercised his option, and cannot have it paid out again to the trustees; and section 21 (ix.), which authorizes the payment out to any person empowered to give an absolute discharge, does not apply. The trustees can give an absolute discharge to a purchaser under section 40 if the purchase-money is paid direct to them, but that section does not apply when the money has been paid into court. The provision that the money in court should be invested or applied under the direction of the court is inconsistent with paying it out to the trustees: *Cookes v. Cookes* (35 W. R. 402, 34 Ch. D. 498). Capital money has, however, been paid out to the trustees free from the control of the court, but it was in court when the Act came into operation: *Re Bolton* (52 L. T. 728).

When the money has not been paid in at the option of the tenant for life, but under the provisions of an Act of Parliament, it may be paid out to the trustees to be invested or applied by them: *Re Duke of Rutland* (31 W. R. 947), *Ex parte Verschoye* (15 L. R. Ir. 576), *Re Harrop's Trusts* (24 Ch. D. 719), *Re Wright's Trusts* (24 Ch. D. 662).

EXTENSION OF THE FUNCTIONS AND POWERS OF THE INCORPORATED LAW SOCIETY.

At the general meeting of the Incorporated Law Society, held in June, 1887, a paper was read by Sir Henry Watson Parker in which he advocated (1) that all practising solicitors should be members of the Incorporated Law Society; (2) that the society should have the power of striking solicitors off the roll or suspending them for misconduct; and (3) that the society should have the power of punishing solicitors who allow unqualified persons to practise in their names, and these proposals were generally approved by the meeting. We pointed out at the time that the first suggestion opened a very large and important question which, standing alone, had very little chance of success, at all events, at the present time. Besides, the interests of the whole profession are so largely bound up in the question that, before taking any step in the matter, it would be necessary to consult them, and we are glad to find that that portion of the programme has, for the present, been abandoned.

We considered the second and third suggestions practicable and reasonable, and we urged upon the society the necessity and expediency of applying to Parliament for the additional powers suggested. On the death of Mr. Murray, the Clerk of the Petty Bag, we again called attention to the subject, and suggested that, as a necessary incident to the extension of the society in the direction indicated, it should have the care and custody of the roll of solicitors, more particularly as the society is now the registrar of solicitors, and, as such, keeps an accurate roll of solicitors entitled to practise as well as a general roll of all solicitors, whether they take out their certificates or not.

We are glad to find that the Council of the Incorporated Law Society have prepared a Bill to provide for the custody of the roll of solicitors of the Supreme Court in England by the Incorporated Law Society, and otherwise to amend the law relating to solicitors. This Bill was introduced in the House of Lords by Lord Esher on the 2nd inst., and stands for second reading on the 9th inst. It recites that the office of clerk of the petty bag has been abolished, and that the custody of the roll of solicitors of the Supreme Court was up to that date intrusted to the clerk of the petty bag, and that it is now expedient to transfer its custody to the Incorporated Law Society as registrar of solicitors, and that it is also expedient to make other amendments in the law relating to solicitors of the Supreme Court. The Bill therefore proposes to enact that the books containing the roll of solicitors and other documents relating thereto, heretofore in the custody of the clerk of the petty bag, shall be transferred to, and be kept in, the custody of the Incorporated Law Society as registrar of solicitors, and that all powers and duties of the clerk of the petty bag in relation to the roll of solicitors or to solicitors shall be performed and exercised by the society. The roll is to be open to the inspection of any person without fee during office hours. Any articles binding any person to serve as clerk to a solicitor, and not registered before the passing of the Act, are to be produced to the registrar within six months of their date, by whom the names and addresses of the parties to and the date of the articles and the date of the entry are to be entered in a book, for which he is to be entitled to receive a fee of 5s., and the book in which the entries are made is to be open during office

hours to inspection by any person without fee. The execution of any articles is to be verified by statutory declaration or otherwise as may be thought fit by the registrar. If articles are not produced to the registrar for entry within six months of their date they may be subsequently produced and entered, but in that case the service of the clerk is to be reckoned to commence from the date of the production for entry unless the Master of the Rolls otherwise directs.

It is also proposed that a person who has obtained from the society a certificate of having passed a final examination may apply to the Master of the Rolls to be admitted as a solicitor, and unless cause to the contrary is shewn to the satisfaction of the Master of the Rolls, he is to admit such person to be a solicitor, and on the production of such admission, and on payment of a fee of not exceeding £5 to the society, the registrar is to cause the name of such person to be entered on the roll of solicitors. This suggestion, if adopted by the Legislature, will materially simplify the present practice as to the admission of solicitors, who, although they are supposed to be admitted and take the oath in open court, are, as a rule, admitted in the Master of the Rolls' private room, or at his private residence. Under the proposed provisions the Master of the Rolls will, it is assumed, admit solicitors on production of their certificate of having passed the final examination, and without the taking of any oath.

For the purpose of hearing and determining any application to strike a solicitor off the roll, or an application to require a solicitor to answer allegations contained in an affidavit, the society is to appoint a committee of not less than three nor more than seven of their members, to be called "The Discipline Committee," with power to remove any member from the committee, or fill any vacancy therein. Not less than three members of the committee must sit on the hearing of any application. Applications to strike the names of solicitors off the roll (whether at the instance of the solicitors themselves or of any other persons), or applications requiring solicitors to answer allegations contained in an affidavit, must be made to and heard by the discipline committee in accordance with rules to be made under the authority of the proposed Act. The committee, after hearing each case, must embody their finding in the form of a report to the High Court of Justice. If the committee should be of opinion that no case of misconduct has been made out against a solicitor, the society need not take any further proceedings, but if the committee should be of opinion that a case of misconduct has been made out, it is to be the duty of the society to bring the report of the committee to the notice of the court. Reports of the discipline committee are to have the same effect, and are to be treated by the court in the same manner, as reports of masters of the court, and such orders are to be made thereon as to the court seems fit. The discipline committee are to be authorized to administer and take oaths and affirmations, and are to have the same powers of enforcing the attendance of witnesses and the production of documents as a judge of the High Court of Justice, and they may award costs against either party to the application, or in a proper case may, in their discretion, allow costs out of the funds of the society, which costs are to be liable to taxation in the same manner, and subject to the same provisions, as if they were costs incurred in an action in the High Court of Justice. The Master of the Rolls, with the concurrence of the Lord Chancellor and the Lord Chief Justice, or one of them, is to be authorized to make, and from time to time alter and revoke, rules for regulating the making, hearing, and determining applications made to the discipline committee and reports of the discipline committee to the court, and generally for the purpose of the execution of the provisions of the Act.

It will be seen that the council have abandoned (or perhaps could not succeed in getting the judges to give up) the right of striking solicitors off the roll or suspending them, but the powers proposed to be conferred on them by the Bill will simplify to a considerable extent the present procedure for punishing solicitors. If, as we assume, the proceedings will be of a private character, unless the case is so grave as to be brought to the notice of the court, the effect will probably be that justice will, in many cases, be done to unfortunate clients who, under the present system, lose their money because once a case is now set down the secret leaks out, and in nine cases out of ten the solicitor does not think it worth while to make, or is prevented from making, reparation.

Any act or thing authorized or required to be done by the society in pursuance of the Bill must be done by the council for the time being of the society on behalf of the society. The Bill provides for compensation by the society to persons employed in connection with the office of the clerk of the petty bag who may be entitled to compensation, and saves to the Master of the Rolls and any judge of the High Court the same jurisdiction over solicitors as might be exercised by them if the Act had not passed.

At an extraordinary meeting of the shareholders of the Law Fire Insurance Society, held on July 3, Mr. William Laws Freshfield, Mr. Richard Pennington, and Mr. John Gwynne James, were elected directors of the society.

CORRESPONDENCE.

THE INCORPORATED LAW SOCIETY AND UNQUALIFIED PRACTITIONERS.

[To the Editor of the Solicitors' Journal.]

Sir,—I inclose you a copy of some correspondence which has taken place between Mr. Douglas Norman and myself, and shall be glad if you can find a place for it in your next issue.

BENJ. G. LAKE.

10, New-square, Lincoln's-inn, W.C., July 2.

The following is the correspondence referred to:—

[COPY.]

10, New-square, Lincoln's-inn, 30th June, 1888.

Dear Sir,—I have read your letter in the SOLICITORS' JOURNAL of this week, in which occurs the following passage:—

"I have before this been instrumental in sending several cases of encroachment upon the profession to the Incorporated Law Society; and in not one single instance has action been taken by the society."

Will you be good enough to send me the names of the cases referred to, and the dates when they were submitted to the council, in order that I may make inquiries in the matter?

I shall be obliged if you will let me have the reply by Monday morning.—Yours faithfully,

(Signed) BENJ. G. LAKE, Vice-President.

F. Douglas Norman, Esq., 4, New-court, Carey-street, W.C.

4, New-court, Carey-street, London, W.C., June 30, 1888.

Dear Sir,—In reply to your letter, I have kept no particulars of the cases sent by me to the society, and I cannot remember the dates, or I should have been glad to comply with your request.

There is a slight error in the print of my letter, which for all I know may have arisen in my clerk's copying, the word "apparent" should appear before "encroachment."—Yours faithfully,

F. DOUGLAS NORMAN.

B. Lake, Esq., 10, New-square.

10, New-square, Lincoln's-inn, July 2, 1888.

Dear Sir,—What you term "a slight error" constitutes the whole point of your letter.

You publicly charge the Incorporated Law Society (meaning the council of that body) with neglecting to take action in a single one of the "several cases of encroachment upon the profession" which you have sent them.

You now suggest that you intended to speak of "apparent" encroachments, although it is obvious that the introduction of that word would make nonsense of the whole complaint.

Even of "apparent" encroachments you are unable to give an instance. Allow me to suggest that, for the future, you should be more careful in making charges against your professional brethren, who are, perhaps, as anxious to maintain the honour and the privileges of the profession as yourself.—Yours faithfully,

(Signed) BENJ. G. LAKE, Vice-President.

F. Douglas Norman, Esq., 4, New-court, Carey-street, W.C.

THE SITTINGS OF THE QUEEN'S BENCH DIVISION.

SOME time ago we called attention to a report on this subject, prepared by a committee of the Incorporated Law Society for consideration by a joint committee of the Bar Committee and the society, and we subsequently (*ante*, p. 556) placed before our readers the principal suggestions contained in the report, which had been substantially adopted by the joint committee.

The following is the text of the report of the joint committee apart from the recommendations already published:—It is clear that the present arrangements for the trial of actions in the Queen's Bench Division are far from satisfactory. The uncertainty as to the constitution of the courts, and the absence of any adequate means of knowing at a reasonable date beforehand at what time, or even about what time, a cause once set down will be tried, are grounds of general complaint, and involve, as regards the suitors, a vast amount of needless inconvenience, expense, and trouble. They impose so serious an obstacle in the way of litigation that many persons, and especially members of the mercantile world, to whose business reasonable despatch and certainty as regards time of trial are alike essential, find themselves practically excluded thereby from the Law

* The word "apparent" does not occur in the manuscript before "encroachment," but the letter is evidently copied by a clerk.—ED. J.J.

Courts, and are, by these and other causes incidental to the present system, driven either to arbitration or to settlements which often involve the sacrifice of well-founded claims. The paucity of solid commercial actions, which has for some time past noticeably marked the cause list of the Queen's Bench Division, springs, we are satisfied, in a great degree from the absence of those facilities for the speedy and regular trial of such actions to which a great mercantile community would seem to be justly entitled. A solicitor of position and experience has lately written:—"If I dare speak for one side of the profession, let me assert that a much larger number of cases than are now entered for trial would be set down if we, who have to advise on these matters, were not obliged to point out to clients that any terms out of court are worthy of acceptance, as against the excitement, anxiety, and loss of time involved in watching the spasmodic progress of the cause list."

In setting forth somewhat more in detail the principal defects in the present system, we feel that we cannot do better than embody, with a few comparatively unimportant alterations, the statement in regard to them which is contained in a recent report of a special committee of the Incorporated Law Society which has been laid before us. We will, for clearness sake, divide them under two heads—(1) general; (2) the London list.

The first of these defects is the unnecessary postponement until the eve of each of the sittings of any announcement of the course of business during those sittings and the insufficient and uncertain character of the announcements when they are made. Not only is it impossible to ascertain in reasonable time, before the commencement of the sittings, on what days particular lists, and especially the lists of cases for trial, will be taken during the sittings, but it is even impossible to ascertain in reasonable time the business with which the courts will commence the sitting. It is, as a rule, impossible to ascertain, until a late hour on the preceding day, what class of business and what cases will be in the paper in the various lists on the first day. This withholding of information until the last moment appears to be unnecessary. The vacations afford sufficient opportunities of arranging and announcing the business for the ensuing sittings in reasonable time.

The same observation applies to the announcement of the cases which will be taken on the first day on which any particular list or paper is commenced. The parties cannot ascertain until the previous evening what cases in such list will be in the first day's paper, or whether only one or several courts will take such paper. If the fact that the paper will be taken on a particular day can be announced beforehand, it would not, we venture to think, be difficult to give reasonable notice of the number of courts which will sit, or of the cases which will be in the first day's paper.

Probably, however, the most serious cause of inconvenience and expense is to be found in the late publication of the daily list of causes for trial with witnesses. Under the present system the lists are never issued, nor can any information with regard to them be obtained, until after 4 o'clock on the ordinary day's sitting, and 2 o'clock on Saturdays. This is attended with great inconvenience to suitors, as witnesses coming from a distance are generally unable or decline to wait the result of such tardy advices, and consequently come to London sooner than would be necessary if information on the subject could be obtained a few days earlier. It is recognized that the list for the morrow could not be *finally* settled until the end of the day's business, but at the midday adjournment of the court on each day an announcement might be made in each court, and at once made public, that the court would not proceed on the following day beyond a certain number in the list. If this announcement were based upon a real attempt to estimate, as closely as might be reasonably possible, the probable course of business, a large saving of expense and inconvenience would result.

Another cause of uncertainty and inconvenience is the variation without sufficient notice of arrangements once made and announced. Alterations are frequently made without any notice to the solicitors other than by the printed list which appears late in the afternoon of the day previous to that on which the alteration is to take effect. The mere alteration, without longer notice, of the number of courts which will sit to take a particular paper, is alone sufficient to frustrate any attempt to be prepared for the hearing of a case when, but not before, it is reached. This may be impracticable at present, but would become practicable under the arrangements hereinafter suggested.

This uncertainty of arrangements extends even to the Court of Appeal. The officials of the court are frequently unable to say, until the rising of the court on one day, what list (final, interlocutory, &c.) will be proceeded with on the following morning. This appears to depend on the arrangements made by the court immediately before rising.

The heavier lists (Middlesex juries and cases without juries) under the present system become utterly untrustworthy and nearly unintelligible very shortly after they are printed, and it is a work of labour and ingenuity to ascertain from them, even approximately,

the true position of any particular cause; the lists vary *daily*, quite apart from the business disposed of in court. Cases are struck out, stays are imposed or removed, cases which for one reason or another did not originally appear in the list as printed are brought forward and interposed in various positions. Cases are marked for particular days; cases so marked are passed over when reached in their natural order, to be brought forward again later on. In the jury lists special and common juries are mixed together, and as common juries may any day by order be marked "special," a further element of uncertainty is added. All these changes necessitate continual reference to the one list in the one office open to the profession in which these changes are recorded, and even with the closest attention it is impossible to avoid mistakes in ascertaining the net result of the mass of alterations and corrections which the list in the course of a few weeks presents. It is common knowledge that two skilled clerks may go through the list to ascertain the position of a cause, and differ materially as to the number of cases it is out of the day's list.

It happened at the commencement of the Michaelmas Sittings, 1887, that something like 80 special jury causes which appeared in the printed list were disposed of or disappeared in the first four days. It is, of course, impossible that one-fifth of the 80 causes could be tried, nor were they, but this very rapid progress with the list at one period of the sittings, followed by a very slow progress with the list at another period of the sittings, is most injurious to the suitors and inconvenient to the legal profession.

Ord. 65, r. 27, sub-section 49, provides that where a cause is not brought on for trial, the cost of preparing and delivering the brief shall not be allowed if the taxing master thinks that it was prematurely delivered. With the present state of things existing, how is it possible for a litigant's solicitor to know at what period he is justified in delivering his brief? Take, for instance, the Middlesex Jury List at the commencement of the Michaelmas Sittings. By the third day cause No. 98 in the printed list was actually in the paper for trial, but if the briefs in this cause had been delivered the day before the sittings commenced and the action had been settled, it is quite possible that the briefs might have been considered "prematurely delivered," seeing that when they were delivered there were apparently 97 causes to be tried before this particular action could be reached.

A fruitful cause of uncertainty would be got rid of by not allowing a case to come into the paper for trial for a given time after a stay has been removed. Take an ordinary case. The plaintiff in No. 300 in the non-jury list is watching the list day by day, and he sees that, on a Thursday, cause No. 295 has appeared in the paper. He therefore, in the ordinary course, would be justified in believing that his own cause would appear in the list for Friday or Saturday, and he makes his preparations accordingly. On Thursday night, however, he finds that cause No. 295 has been reached and disposed of, but instead of Friday's list consisting of Nos. 298 to 300, he finds it consists of Nos. 47, 124, 156, and 164. This element of uncertainty, which applies to all the lists, is the cause of great expense, annoyance, and loss of time. Counsel are unable to tell what their engagements will be. Solicitors are at a loss to know when to summon distant witnesses, and litigants themselves, being unable to understand or appreciate the existing state of things, get discontented, and refer or submit to unfavourable settlements rather than face the expense and irritation of a trial under such conditions.

The arrangements made a few years ago, that there should be continuous sittings for London cases, have not been so carried into effect as to secure the desired object. The delay and uncertainty as regards time of trial, so fatal to mercantile business, which it was hoped that those arrangements would remove, remain practically in full force, although there is no apparent arrears.

This arises from the fact that it is left uncertain at what period in each sitting the London list will be commenced, and how far it will be proceeded with. The practice has recently been to print in the list only the cases actually waiting for trial on the first day of the sittings, and to leave it doubtful whether the court will go beyond the list without an interval or not. In consequence it is impossible safely to set down or make arrangements with reference to any case not actually in the printed list, and the result is that the court sits about once in every sitting for a week or two at uncertain times and intervals, and clears off what are really only the remanets.

The arrangements for the disposal of the mercantile business of the City are singularly deficient. That business is extremely special in its character. Reasonable despatch and certainty as regards time of trial are essential to it.

A meeting of the judges, convened by the Lord Chancellor, and presided over by him, was held last Saturday morning in one of the rooms of the House of Lords, at which both the Lords Justices of Appeal and the judges of the various divisions of the High Court of Justice (with the exception of those away at the assizes) were present. The meeting, which lasted a considerable time, and was of a strictly private character, was held, it is understood, for the purpose of considering the present mode of holding the circuits and other matters.

CASES OF THE WEEK.

COURT OF APPEAL.

GUARDIANS OF MEDWAY UNION v. GUARDIANS OF BEDMINSTER UNION—No. 1, 5th July.

POOR LAW—SETTLEMENT—RESIDENCE AS WIFE AND WIDOW—DIVIDED PARISHES ACT, 1876 (39 & 40 VICT. c. 61), ss. 34, 35.

This was an appeal from the decision of a divisional court (Pollock, B., and Hawkins, J.), reported 36 W. R. 478, 20 Q. B. D. 191, on a special case stated by the recorder of Bristol. An order of justices had been made for the removal of Caroline Baker, a widow, and her three children to the Medway Union, as her last place of legal settlement. It appeared that she had resided with her husband for three years continuously in a parish in the Medway Union, and that she had also continued to reside in that parish as a widow for three months after his death. The Divisional Court held that she had thereby acquired a settlement, and the Medway Union appealed, contending that she could not acquire any settlement of her own right during her husband's lifetime, and that since, by *Croydon Union v. Reigate Union* (19 Q. B. D. 385) the word "wife" in section 35 of the Divided Parishes Act, 1876, did not include widow, she could not take any derivative settlement.

THE COURT (LORD ESHER, M.R., and LINDLEY, L.J., LOPES, L.J., dissenting) dismissed the appeal. Lord ESHER, M.R., said that the question was one simply of construction of section 34, and did not turn on any of the decisions on section 35. The pauper, by residing with her husband for three years, had acquired a status of irremovability, because he was irremovable. Her removability depended upon his, and since he was irremovable she was so also. After the death of her husband she continued to reside in the parish for three months, and since by law she could not be removed for a year after her husband's death, she continued to be irremovable. She had, therefore, when this question arose, satisfied the conditions required by section 34, and must, therefore, be deemed to be settled in that parish since she had not acquired a settlement in any other parish. LINDLEY, L.J., concurred. LOPES, L.J., thought that during coverture a wife was incapable of acquiring a status of irremovability in her own right. In his opinion the decision of the Divisional Court was subversive of the established principles of poor law settlement. As to the case of *Croydon Union v. Reigate Union*, as that was under appeal to the House of Lords he was entitled to say that if the matter was *res integra* he would not have put such a construction on section 35.—COUNSEL, Sir Edward Clarke, S.G., Kinglake, and Douglas Metcalfe; Poole, Q.C., and Cresswell Wall. SOLICITORS, Peall & Son, Rochester; O'Donoghue & Anson, Bristol.

HOLMES v. BRIARLEY—No. 1, 29th June.

INFANCY—PROMISE OF MARRIAGE—RATIFICATION—EVIDENCE OF FRESH PROMISE.

This was an appeal from a decision of the Divisional Court setting aside verdict for the plaintiff, and giving judgment for the defendant. The case is reported *ante*, p. 504. The action was for breach of promise of marriage. The defence was infancy. The question was whether there was any evidence of a new promise after the defendant came of age, or whether what was said and done between the parties only amounted to a ratification of the original promise. The Divisional Court took the latter view.

THE COURT (LORD ESHER, M.R., and LINDLEY and LOPES, L.JJ.) allowed the appeal. The right question for the jury in such a case, if there was evidence in support of it, was that stated by Lopes, L.J., in *Northote v. Doughty* (4 C. P. D. 385)—viz., did the defendant intend to make a new absolute promise, or merely to re-affirm the old promise? And that substantially was the question which the learned judge had put to the jury in the present case. Was there, then, evidence on which the jury might reasonably find that there had been a new promise and an acceptance of it? The evidence was open to that interpretation, and therefore the verdict ought not to have been set aside. Judgment must be entered for the plaintiff.—COUNSEL, Addison, Q.C.; Joseph Walton. SOLICITORS, Durant, for Willan, Manchester; Burn & Berridge, for Ramsden, Sykes, & Ramsden, Huddersfield.

THE QUEEN v. THE COMMISSIONERS OF INCOME TAX—No. 1, 23rd June.

INCOME TAX—OVER-ASSESSMENT—CLAIM FOR REPAYMENT—5 & 6 VICT. c. 35, s. 133—MANDAMUS.

This was an appeal from the decision of a divisional court (Cave and Grantham, JJ.) reported 36 W. R. 671). The Cape Copper Mining Co. (Limited), having made returns under schedule D. of the Income Tax Act for each of the years ending April 5, 1884, April 5, 1885, and April 5, 1886, found in the course of the year ending April 5, 1887, that their actual profits did not amount to the estimate made in the returns. On March 7, 1887, they applied, under section 133 of the Income Tax Act, 1842, to the General Commissioners of Income Tax for the City of London to amend the assessments made for the above years. The commissioners accordingly reduced the assessments, and certified to the Special Commissioners of Inland Revenue certain amounts as overpaid on the assessments of those years. The special commissioners issued an order for the repayment of the sum certified as overpaid for the year ending April 5, 1886, but refused to issue an order for the repayment of the other amounts for the previous years, on the ground that the application to amend the assessment had been made too late, not being "within

or at the end of the year current at the time of making the assessment" as required by section 133. The Cape Copper Mining Co. then applied to the Divisional Court for a *mandamus* to the special commissioners to issue an order for the repayment of the overpayments for those years. Objection was taken that the *mandamus* would not lie, but the Divisional Court overruled the objection. On the main point Cave, J., held that the application was too late, and Grantham, J., that it was not. Grantham, J., having withdrawn his judgment, the Cape Copper Mining Co. appealed.

THE COURT (LORD ESHER, M.R., and LINDLEY, L.J.), having taken time to consider their judgment, allowed the appeal. Lord ESHER, M.R., said that he was of opinion that the commissioners had a public duty to perform, and that, as a question of law, there could be a *mandamus* against them. The next question was whether this was a proper case for granting it. It had been urged, first, that the special commissioners had no power to refuse to make an order when the general commissioners had granted their certificate; and, secondly, that the general commissioners were right in granting their certificate, and that the Cape Copper Co. were not too late in their application. The questions turned on the proper construction of 5 & 6 VICT. c. 35, s. 133. What was the meaning of the phrase "within or at the end of the year"? It was clear that it did not mean exactly when the year ended, nor did it mean generally at any time after the end of the year. In his opinion a reasonable and businesslike construction must be put upon the words, and they must be held to mean within such time after the end of the year as the person claiming repayment could, by using due diligence and proper exertion, find and prove to the satisfaction of the commissioners that his profits during such year fell short. He had to prove this to the satisfaction of the general commissioners, who were thus constituted judges by the Act of Parliament, not only of whether the profits actually fell short or not, but also whether he had used due diligence in ascertaining the over-assessment. No appeal was given from their decision, and therefore the special commissioners had no power to say that they had exceeded their jurisdiction in granting the certificates. If there were facts before them from which they might find that the applicant had applied for repayment as soon after the end of the year as he could reasonably ascertain the over-assessment, they had jurisdiction to make the certificates, and the special commissioners were bound by them. LINDLEY, L.J., agreed that a *mandamus* would lie, and also that the appeal must be allowed, but he could not say that the decision of the general commissioners as to whether the application was in time or not was final. In this case no facts had been placed before the court which would enable them to review the decision of the general commissioners. If the special commissioners and the Crown were dissatisfied with the certificates, it was on them to prove that they had been given too late. They had not done so, and therefore the certificates must be upheld, and the special commissioners must be ordered to give effect to them.—COUNSEL, Sir Horace Davey, Q.C., Meadows White, Q.C., and Pollard; Sir R. E. Webster, A.G., Sir E. Clarke, S.G., A. V. Diney, and Thomas Hewitt. SOLICITORS, J. Sheppard; Solicitor of Inland Revenue.

HENNESSY v. WRIGHT—No. 2, 2nd July.

PRACTICE—PARTICULARS—ACTION FOR LIBEL.

This was an appeal by the defendant (the publisher of the *Times* newspaper) from an order of a divisional court (Lord Coleridge, C.J., and Mathew, J.), ordering the delivery by the defendant of particulars of fact. The action was brought by the Governor of the Mauritius against the publisher of the *Times* for libel; the libel complained of being certain articles in the paper in relation to proceedings in the council of the island, which were supposed to impute that the Governor had "edited"—that is, altered—the reports of speeches delivered by members of the council, and transmitted them to the Secretary of State for the Colonies in a garbled form. The defendant pleaded that the alleged libels were published *bona fide* and without malice, and were parts of fair and accurate reports of public proceedings of the council of government of the colony; that they were fair and reasonable comments upon matters of public interest and notoriety, and published *bona fide* and without malice, and under such circumstances as to render the publication privileged; and, lastly, that the alleged libels "were and are true in substance and in fact." The plaintiff applied at chambers for an order that the defendant should give particulars of the facts relied upon as justification of the libels complained of. Denman, J., refused the application. The Divisional Court held that the plaintiff was entitled to know before the trial what it was that the defendant meant by pleading that the alleged libels "were true in substance and in fact"; whether he meant merely that he had truly reported what was said, or that what he reported to have been said was true; and that the plaintiff was entitled to the particulars for which he asked. On behalf of the defendant it was urged that, until a copy of the report sent home by the plaintiff was produced, it was impossible to give the particulars required. The pleading was wide enough to cover both the alternative meanings of the language used in the statement of defence. It would be for the jury at the trial, with the documents before them, to say whether the alleged libel was in fact true, and then the defendant would be prepared to justify the statements made in the newspaper. On behalf of the plaintiff it was contended that the defendant was not entitled to call upon him to supply materials for his defence, such materials being documents sent by the plaintiff in the course of his duty to the Secretary of State, in whose custody they remained as State papers. The pleading being ambiguous, the defendant was not entitled to refuse to tell the plaintiff what he meant until a jury had put a meaning on the words complained of. The plaintiff was entitled to have the charge made against him specifically stated, so as to give him an opportunity of meeting it by evidence at the trial.

THE COURT (COTTON, BOWEN, and FRY, L.J.J.) affirmed the decision. COTTON, L.J., said that the object of requiring particulars to be given was to enable both parties to go to trial with knowledge of the case they had to meet. The plaintiff was entitled to know whether the defendant meant that the report of what the plaintiff was alleged to have done was true, or merely that it was true that such a report had been made. It was said that the defendant intended to justify whatever meaning the jury at the trial might put upon the statement. But that meaning could not be ascertained until the result of the action was ascertained, and in the meantime the plaintiff was entitled to know which case he had to meet. BOWEN and FRY, L.J.J., concurred.—COUNSEL, Lunley-Smith, Q.C., William Graham, and Albert Bower; Lockwood, Q.C., Cagney, and G. A. Bonner. SOLICITORS, Seames, Edwards, & Co.

BOYLE, CAMPBELL, & CO. v. SACKER—No. 2, 2nd July.

PRACTICE—EX PARTE ORDER MADE BY VACATION JUDGE—APPEAL—MOTION TO DISCHARGE—DEPENDANT OUT OF JURISDICTION—SUBSTITUTED SERVICE—DEPENDANT APPEARING BY COUNSEL BEFORE APPEARANCE ENTERED—R. S. C., 1883, XII, 30; LXIII, 12.

A question arose in this case as to the proper mode of getting rid of an *ex parte* order made by a vacation judge. The defendant was a Russian subject resident in Russia. He had carried on business in London, where he still had an office and a staff of clerks. The plaintiffs had been engaged in some joint transactions with him in England, and by their writ they claimed an account and an injunction to restrain the defendant from dealing with certain goods which were in England. On the 28th of May Charles, J., as vacation judge, upon an *ex parte* motion by the plaintiffs, gave the plaintiffs liberty to issue the writ, and to serve the writ and a notice of motion for the 8th of June for an injunction and a receiver on the defendant by serving copies of the same, with a copy of the order, on some solicitors who were by affidavit stated to be the defendant's solicitors, and by leaving copies of the same respectively at the defendant's office in London with one of his clerks. The order was passed and entered on the 2nd of June, and on the 4th of June the notice of motion was served as directed. On the hearing of the motion counsel instructed on behalf of the defendant appeared and argued on his behalf. No appearance had been entered to the writ. Affidavits had been filed in opposition to the motion. Chitty, J., appointed a receiver. The defendant afterwards appealed against the *ex parte* order of Charles, J., alleging it to be irregular. On the hearing of the appeal the preliminary objections were raised (1) that the defendant, by appearing by counsel on the hearing of the motion and taking part in the argument and by filing affidavits, had waived any objection on the ground of irregularity in the service of the writ; (2) that the defendant's proper course was to move to discharge the *ex parte* order, and not to appeal against it. Rule 30 of order 12 provides that "a defendant before appearing shall be at liberty, without obtaining an order to enter or entering a conditional appearance, to serve notice of motion to set aside the service upon him of the writ or notice of the writ, or to discharge the order authorizing such service." And by rule 12 of order 63, "No order made by a vacation judge shall be reversed or varied except by a Divisional Court or the Court of Appeal, or the judge who made the order."

THE COURT (COTTON, BOWEN, and FRY, L.J.J.) dismissed the appeal, holding that the defendant ought to have moved to discharge the order, and that he had by his conduct waived any irregularity in the service. COTTON, L.J., said that a motion to discharge the order would not have been a rehearing; the ground of the application would have been that the defendant had not been heard at all. "Discharging" an order was not "reversing or varying" it. The application to discharge the order should have been made to Chitty, J., and after the way in which the defendant had acted he must be treated just as if he had been regularly served and had entered an appearance to the writ. BOWEN, L.J., concurred. FRY, L.J., said that rule 30 of order 12 pointed out with sufficient clearness the course which the defendant ought to have adopted.—COUNSEL, Whitehorn, Q.C., and Willis-Bund; Romer, Q.C., and Butcher. SOLICITORS, Piesse & Son; Foss & Ledsam.

DODDS v. PRESTON—No. 2, 4th July.

PARTNERSHIP—DISSOLUTION—BANKRUPTCY OF ONE PARTNER—MINING PARTNERSHIP.

In this case the question arose, whether a partnership had been dissolved by the bankruptcy of one of the partners. Three persons were partners in the working of some mines, and one of them became bankrupt. There was no agreement that the partnership should continue after the bankruptcy of a partner. The general rule is thus laid down in Lindley, L.J.'s book on Partnership, 5th ed., p. 649, "When one partner only is adjudged bankrupt, the firm is thereby nevertheless dissolved. If it were not, the solvent partners would have forced upon them as co-partners persons with whom they had never agreed to be in partnership; a result which would be contrary to the fundamental principle that partnership cannot subsist between any persons save by the mutual consent of them all. The bankruptcy of one partner, moreover, dissolves the firm, not only as to him, but as to all the other co-partners *inter se*." But it is added, "The doctrine that on the bankruptcy of one member of a firm the whole firm is dissolved is not, it seems, applicable to mining partnerships," and for this reference is made to *Ex parte Broadbent* (1 Mont. & A. 635, 638), and *Bentley v. Bates* (4 Y. & C. Ex. 182, 190).

THE COURT (COTTON, BOWEN, and FRY, L.J.J.) held that the ordinary rule applied, and that the partnership was dissolved by the bankruptcy. COTTON, L.J., said that there was no authority binding the court to hold that the ordinary rule as to dissolution by bankruptcy did not apply to

a mining partnership. In the two cases cited by Lindley, L.J., there were only *dicta*. No doubt a mining partnership differed in some respects from an ordinary mercantile partnership; for instance, as to the power of a partner to bind the firm by signing bills; but, in the absence of authority, it would be wrong to hold that the rule as to dissolution by bankruptcy did not apply. FRY, L.J., concurred. He said the question raised in *Ex parte Broadbent* did not really arise in the present case, because the partners were not, antecedently to the partnership, tenants in common of the land in which the mines were. If the point should ever arise again he thought the view expressed by the Chief Judge in that case must be very carefully scrutinized. There was great difficulty in saying that the law was as he had laid it down. BOWEN, L.J., concurred.—COUNSEL, Rigby, Q.C., and Grosvenor Woods; Sir A. Watson, Q.C., and Procter. SOLICITORS, Ullithorne, Currey, & Villiers; M. Abrahams & Co.

HIGH COURT—CHANCERY DIVISION.

Re CHURCHILL, MANISTY v. CHURCHILL—North, J., 27th June.

ADMINISTRATION—PRIORITY—PAYMENT OF CROWN DEBT BY SURETY—MERCANTILE LAW AMENDMENT ACT, 1856, s. 5.

The question in this case was whether a surety for a Crown debt, who had paid the debt to the Crown, was entitled, in the administration of the estate of the principal debtor, to the same priority which the Crown would have had in respect of the principal debt.

NORTH, J., held that the surety was entitled to the priority. By the general law a surety had a clear, well-founded right to stand in the place of the principal creditor against the estate of the debtor whose debt he had paid. In some cases there had been a technical difficulty in his obtaining his remedy. That difficulty had been removed by the Mercantile Law Amendment Act, 1856, and the surety was entitled to recover what the Crown could have recovered from the estate of the debtor. If authority were wanted, *In re M'Myn* (33 Ch. D. 575) shewed that where a creditor had the right to be paid before other creditors, the surety who had paid the debts had, by the general law, the right to the same priority. It mattered not whether the priority was, as in that case, acquired by reason of a judgment having been obtained, or by reason of the creditor being the Crown.—COUNSEL, Cozens-Hardy, Q.C., and W. F. Hamilton; Cookson-Crackanthorpe, Q.C., and Methold. SOLICITORS, Benbow, Saltwell, & Co.; Walters, Deverell, & Co.

BANKRUPTCY CASES.

Ex parte JAYNES, Re DOWSON—Cave, J., 2nd July.

COSTS—"PAYABLE OUT OF THE ESTATE"—ASSETS NOT EXCEEDING £300—SCALE OF COSTS—BANKRUPTCY RULES, 1886, r. 112.

This was a motion to review a taxation of costs. On December 8, 1887, the present applicant appealed from an order of the county court judge directing him to repay the sum of £21 alleged to have been received as a fraudulent preference, when the Divisional Court in Bankruptcy reversed the order of the county court with costs here and below, and further ordered that the official receiver, as trustee, be at liberty to take the costs out of the estate. The bankruptcy was a small bankruptcy under section 121 of the Bankruptcy Act, 1883, and the official receiver contended that the costs of the appellant must be taxed on the lower and not on the higher scale in accordance with the provisions of rule 112 of the Bankruptcy Rules, 1886. Rule 112 provides:—"(1) The scale of costs set forth in the appendix and the regulations contained in such scale shall, subject to these rules, apply to the taxation and allowance of costs and charges in all proceedings under the Act and these rules. (2) Subject to the provisions of No. 1 of the scale of costs, where the estimated assets of the debtor do not exceed the sum of three hundred pounds, a lower scale of solicitors' costs shall be allowed in all proceedings under the Act in which costs are payable out of the estate—namely, three-fifths of the charges ordinarily allowed, disbursements being added, and if in error any charges have been allowed or paid on the higher scale, and the gross proceeds of the estate shall be ascertained not to exceed three hundred pounds, the excess shall be disallowed, and if paid shall be repaid to the trustee." On behalf of the applicant it was contended that the scale of costs applied to the costs of the solicitor to the trustee and the solicitor to the debtor, and could not apply to costs to be paid by the trustee to third parties.

CAVE, J., held that the case must be referred back to the taxing master, with directions that the appellant was entitled to full costs. His lordship said that rule 112 applied to costs which, by the provisions of the Act, were payable out of the estate. There were numerous instances of costs of that kind, and in such case the costs which by the Act were to be paid out of that estate were on a lower scale. The rule was not intended to apply to costs which were in the discretion of the court, and which in some particular cases might come to be paid out of the estate. It would be great injustice if the trustee could take proceedings against a third person in all cases under section 121 with the comfortable feeling that if he succeeded he would get full costs, while if he lost he would only have to pay three-fifths.—COUNSEL, Ringwood; Muir Mackenzie. SOLICITORS, H. B. Roberts; The Solicitor to the Board of Trade.

Ex parte THE COMMISSIONERS OF WOODS AND FORESTS, Re THOMAS—Q. B. Div., 18th June.

BANKRUPTCY—DISCLAIMER—PROPERTY HELD FROM THE CROWN—RIGHT OF TRUSTEE TO DISCLAIM—BANKRUPTCY ACT, 1883, ss. 55, 150.

In this case a question was raised, as to whether the Crown is bound

or affected by a disclaimer made pursuant to section 55 of the Bankruptcy Act, 1883, by a trustee or official receiver. On the 25th of September, 1887, the official receiver, as trustee in the bankruptcy, gave notice to disclaim all the estate and interest of the bankrupt in a certain tract of coal in the Coleford High Delf Vein, in the Forest of Dean, known as the "Success Level Gale." Motion was made to set aside this disclaimer on behalf of the Commissioners of Woods and Forests. The facts were not substantially in dispute. By the Dean Forest Amendment Act, 1841, s. 1, the grant of a gale shall be deemed to have conferred on the grantee, his heirs and assigns, an interest in the nature of real estate, and by section 4 it is provided that the obligation to pay the rent, royalties, and dues, shall be in the person in actual possession or in receipt of the rents and profits of the gale, and be a personal obligation, and that he may be proceeded against as if he had entered into a covenant with the Crown to pay such rents, royalties, and dues. It was admitted that the bankrupt's interest came within the description of "property of the bankrupt" dealt with by section 55 of the Bankruptcy Act, 1883, but it was contended that it is a general rule in the construction of Acts of Parliament that the Crown is not reached except by express enactment, or by necessary implication, in any case where it would be ousted of an existing right or prerogative; that therefore the Crown was only bound by the Bankruptcy Act, 1883, to the extent specified in section 150; that the bankrupt's interest in the gale in question was vested in the official receiver under section 54; that he, thereupon, as the covenants ran with the land, became liable to perform them; but that the Crown was not bound by section 55 giving the trustee a right to disclaim, as section 150 does not include the disclaimer provisions. Section 150 of the Bankruptcy Act, 1883, provides:—"Save as herein provided, the provisions of this Act relating to the remedies against the property of a debtor, the priorities of debts, the effect of a composition or scheme of arrangement, and the effect of a discharge shall bind the Crown."

THE COURT (CAVE and WILLS, JJ.) held that the trustee was entitled to disclaim. CAVE, J., said that, in his opinion, the best way of putting the case was to say that it came within the language of section 150. The remedies against the property of a debtor were not set out distinctly and under a separate heading; but, where provisions were found in the Act relating to the remedies against the property of a debtor, they would bind the Crown. The ordinary remedies in this case were remedies by way of covenants, by which the Crown might impose on the debtor certain onerous liabilities. On the making of a receiving order no action could be brought on the covenants, and the effect of a discharge was that the bankrupt was absolutely relieved. Then, by section 54, the property was transferred to the trustee, and it seemed that that was all one mode of dealing with the remedies against the property of the debtor. The remedies against the debtor were taken away, and in the interest of the creditors there was a vesting of the property in the trustee, and as attaching to that there was a right to disclaim and get rid of the property altogether. The whole of the sections must be looked at, and the effect of them was that the creditor could no longer get at the property of the debtor; while, on the other hand, there was substituted the right to prove against the estate, and the property was vested in the trustee in order that the trustee might dispose of it to the best advantage. It would be monstrous to say that the Crown had a right to interfere with the vesting of a Crown lease. The sections which provide for the vesting of property in the trustee were so connected with the sections which restrained actions against the debtor that they must be read together and held to relate to the remedies against the property of a debtor. If section 54 was a section relating to the remedies against the property of a debtor, so was section 55. It was one whole, shewing on what terms the property was to vest in the trustee. Then the trustee was entitled to disclaim property which was burdened with onerous covenants. WILLS, J., concurred, and said that the extremely narrow construction advanced by the Crown would lead to very serious consequences. It was necessary to take the group of sections which deal with taking the property out of the bankrupt and vesting it in the trustee as a whole, and to say that they were provisions relating to the remedies against the property of a debtor.—COUNSEL, Sir R. E. Webster, A.G., and Gore; Muir Mackenzie. SOLICITORS, *The Solicitor to the Commissioners of Woods and Forests; The Solicitor to the Board of Trade.*

CASES AFFECTING SOLICITORS.

HARRISON v. HARRISON—C. A. No. 2, 28th June.

SOLICITOR—COSTS—CHARGING ORDER—"PROPERTY RECOVERED OR PRESERVED"—SOLICITOR ACTING FOR WIFE IN DIVORCE SUIT—CHARGE ON ALLOWANCE FOR PERMANENT MAINTENANCE OF DIVORCED WIFE—DISCRETION OF COURT—SOLICITORS ACT (23 & 24 VICT. c. 127), s. 28—DIVORCE COURT ACT (20 & 21 VICT. c. 85), s. 32.

A question arose in this case as to making a charging order for costs, under section 28 of the Solicitors Act, 1860, upon an allowance for permanent maintenance granted to a divorced wife under section 32 of the Divorce Court Act, 1857. Section 32 provides: "The court may, if it shall think fit, in any such decree, order that the husband shall, to the satisfaction of the court, secure to the wife such gross sum of money, or such annual sum of money, for any term, not exceeding her own life, as, having regard to her fortune (if any), to the ability of the husband and to the conduct of the parties, it shall deem reasonable, and for that purpose may refer it to any one of the conveying counsel of the Court of Chancery to settle and approve of a proper deed or instrument to be executed by all necessary parties." In the present case the marriage took place before the passing of the Married Women's Property Act, 1882. A settlement was made on the marriage, under which the wife took an interest, to

her "sole, separate, and inalienable use." In 1885 she commenced a suit for the dissolution of the marriage, and in October, 1885, a decree nisi was made, and the decree was made absolute in May, 1886. In March, 1887, on the wife's application, the court made an order varying the settlement by directing that the limitations thereof should be read as if the husband were dead, and it was further ordered that the husband should secure to the wife during her life the annual sum of £130. In May, 1888, the wife gave notice to the solicitors who had acted for her in the proceedings of her intention to change her solicitors, and they then delivered a bill of costs, in which they gave credit for all sums which the husband had paid on account of the wife's costs of the proceedings. They then applied to the court for an order charging their costs upon the allowance of £130 as "property recovered" by them for the wife in the suit. Butt, J., made the order. On the appeal it was argued on behalf of the wife that the allowance was not "property," but was in the nature of alimony, an allowance intended for the personal support of the wife. On behalf of the solicitors it was contended that the wife must, by virtue of section 1 of the Married Women's Property Act, 1882, be assumed to have entered into a contract to pay the costs out of her separate estate, and that consequently the husband was not liable for the costs. In answer to this it was urged that, the wife's only separate estate being that under the settlement, and being "inalienable," she could not be assumed to have contracted with reference to that.

THE COURT (COTTON, BOWEN, and FAY, L.JJ.) reversed the decision. COTTON, L.J., said that the £130 allowance was not given as alimony, but was a sum of money which the court ordered to be secured by the husband to the wife under section 32 of the Divorce Act, 1857, though the court in making orders under that section would, in determining the amount to be paid to the wife, have regard to the same circumstances as in granting alimony—namely, the requirements of the wife and the ability of the husband. Yet the amount secured to the wife under this section was not, as alimony was, capable of being subsequently varied by being increased or diminished at the discretion of the judge. Of course it was subject to the limitations expressed in the deed by which it was secured, and it might, by virtue of those limitations, come to an end; but if it did, it could not be withdrawn in the same way as alimony might be, by means of the special jurisdiction of the court. The allowance was secured to the wife as her "property." He therefore agreed with Butt, J., that there was jurisdiction to make the charging order. But the making of the order was discretionary, and, in his opinion, the solicitors who asked for the charging order should make out a *prima facie* case that they could not otherwise get payment of their costs. If they made out such a *prima facie* case, then it would be right that they should have a charge. That was shewn by *Greer v. Young* (24 Ch. D. 545). It had been argued that the solicitors could not, since the passing of the Married Women's Property Act, 1882, have made any claim against the husband for their costs, because since that Act a married woman was capable of contracting and could bind her separate property. But that was subject to this qualification—"unless the contrary is shewn"; and the *onus* was not on those who alleged that she contracted with reference to her separate property to shew the existence of the contract. In the present case, although there was evidence that the married woman had separate property, it appeared, on looking at the marriage settlement, that all her separate property was "inalienable." That fact prevented it being assumed that there was any contract made by the wife with reference to her separate estate. Under the circumstances, therefore, he was of opinion that the solicitors had not made out a *prima facie* case that they could not otherwise than by means of the charging order obtain payment of their costs, and, therefore, there was not sufficient to justify the order. BOWEN, L.J., said that the fact that under section 32 the court might order one gross sum to be paid by the husband to the wife shewed that it was intended to be her property, and not to be an inalienable provision for her maintenance. There was, therefore, jurisdiction under section 28 of the Solicitors Act to make a charging order. Still, the court was not bound to make the order unless it thought it just and proper to do so. He thought it would not be just and proper to make it unless every reasonable mode of obtaining payment from the husband had been exhausted. He was primarily liable for the costs, for, the wife's separate property being inalienable, it could not be assumed that she had contracted with reference to that property. FAY, L.J., concurred. He said that the effect of the charging order would be to order the husband to pay his own debt out of the sum he had secured to the wife. *Prima facie* the costs were a debt of the husband, and the contrary had not been shewn.—COUNSEL, *Byrne, Q.C., Bargrave Deane, and Philipotts; Bayford, Q.C., and Bernard.* SOLICITORS, *Mear & Fowler; Hughes & Sons.*

THE QUEEN ON THE PROSECUTION OF F. K. MUNTON v. LORD TRURO—C. A. No. 2, 29th June.

MIDDLESEX REGISTRY ACT (7 ANNE, c. 20), ss. 1, 2, 5, 11, 17—OATH AS TO TRUTH OF MEMORIAL—COMMISSIONERS OF SUPREME COURT FOR TAKING OATHS—ATTTESTATION OF MEMORIAL—WITNESS TO EXECUTION OF DEED BY GRANTEE—COPYHOLDS—DEED OF ENFRANCHISEMENT—REGISTRATION—16 & 17 VICT. c. 78, ss. 1, 2—JUDICATURE ACT, 1873, s. 77.

In this case the appeal was from decisions of two divisional courts of the Queen's Bench Division of three points arising with regard to the registration of deeds in Middlesex under the Middlesex Registry Act, 7 Anne, c. 20 (35 W. R. 808, 31 SOLICITORS' JOURNAL, 645, ante, p. 403). The main question was whether the oath which must be taken as to the truth of the "memorial" to be registered may be taken before any "commissioner" for taking oaths in chancery in England or before one of the "London commissioners for taking oaths in chancery," or whether it must be taken before the registrar or his deputy. Another question

was, whether the witness to the execution of the memorial must be a witness attesting the execution of the deed by the grantor, or whether a witness attesting the execution by the grantee would suffice. A third question was, whether a deed of enfranchisement of a copyhold is one which ought to be registered. The first and second questions were raised in an action for a *mandamus* against Lord Truro, as registrar of deeds in Middlesex, for refusing to register a memorial, the oath to which had been taken before a commissioner of the Supreme Court for taking oaths. The Act 7 Anne, c. 20, s. 2, provided that certain officers of the courts should be "the registers or masters" of the office for registry, and should appoint a deputy, and section 5 enacted that every memorial of a conveyance to be registered should be under the hand and seal of some or one of the grantors or grantees, attested by two witnesses, "one whereof to be one of the witnesses to the execution of such deed, who shall, upon his oath before one of the registers or masters, or before a master in chancery, ordinary or extraordinary, prove the signing and sealing of such memorial, and the execution of the deed or conveyance mentioned in such memorial." By section 11 the "register" or "master" may take certain fees for every entry. By the Act 16 & 17 Vict. c. 78, s. 1, the masters extraordinary in chancery were in future to be designated "commissioners to administer oaths in chancery in England," who were to exercise the same functions, and the Lord Chancellor was empowered from time to time to appoint solicitors practising within ten miles of Lincoln's-inn Hall to administer oaths and take declarations in chancery, and to possess all such other powers and discharge all such other duties as formerly appertained to the office of master extraordinary, and these persons were to be called "London commissioners to administer oaths in chancery." These commissioners continued until the Judicature Act, which provided that the commissioners so appointed should become commissioners of the Supreme Court. On the application for the *mandamus* the Divisional Court (Stephen and Wills, J.J.) held (31 SOLICITORS' JOURNAL, 645, 35 W. R. 808) that the powers of the masters extraordinary under the Act 7 Anne, c. 20, had been transferred to the present commissioners for taking oaths. They also held that an attestation of the memorial by a witness who had attested the execution of the deed by the grantee was sufficient. The third question, whether a deed of enfranchisement of a copyhold is one which ought to be registered, came before Lord Coleridge, C.J., and Mathew, J. A deed of enfranchisement by the Duke of Northumberland of a piece of land, portion of his Manor of Sion, had been tendered by Mr. Munton for registration, but refused by the registrar as not a deed of conveyance of freehold estate, but relating to copyhold. Section 1 of the Act 7 Anne, c. 20, provides that a memorial may be registered of all deeds and conveyances whereby any manors, lands, &c., in the county may be affected, but section 17 provides that the Act shall not extend to any copyhold estates. The court held that the deed was one which "affected" a manor, although it did not relate to a copyhold, and that therefore it required to be registered.

THE COURT (COTTON, BOWEN, and FRY, L.J.J.) affirmed the decision as to all the three questions. COTTON, L.J., said: "There have been several points argued before us here, and the first point which I shall deal with is one which will come into all other considerations of this case, because this was a deed by the lords of the manor which had the effect of enfranchisement, and it was said that the Act of Anne does not apply at all to the deed. The 17th section provides that the Act shall not extend to any copyhold estates or any leases at a rack rent. Now it is said that this deed was a deed of enfranchisement, and that, therefore, the Act does not apply at all to it. In my opinion that is altogether wrong. The meaning is that it shall not extend to the conveyances of copyhold estates, because they appear on the court roll, and, therefore, there is no probability of notice not being given to a subsequent purchaser of what has been done as regards those copyhold estates. But this deed is not a deed relating to copyhold estates at all, but a deed referring only to a conveyance of the freehold to a copyhold tenant in consequence of which his copyhold tenancy is enfranchised; therefore, the copyhold tenement ceases to exist; but it is not in any way a conveyance, or purporting to be a conveyance, of the copyhold estate that is excluded by this 17th section. We have had an argument put to us: 'If that is so, what would be the effect of a subsequent deed being executed by the grantee of the lord of the manor?' Well, it would convey that freehold which had been conveyed to the copyhold tenant to the other person. What position the former copyhold tenant would be in is a question which I do not deal with, but that there might be a conveyance of the same things which are conveyed by this deed by a subsequent deed is evident—because, what is it? It is a conveyance of the land, together with all mines and minerals under all the before-mentioned copyhold hereditaments and premises. Anyone who could have got a subsequent conveyance of the freehold would get that which, under this deed, the copyhold tenant ought to get by the very deed which extinguishes his copyhold tenancy and makes him no longer a holder by copy of court roll, but makes him a freehold tenant holding by the common law as owner of the freehold. Therefore, in my opinion, it cannot be said that a deed like this ought not to be registered under the Act. Then we come to the other questions which have been argued, and the next question which has to be considered is this. The witness to the memorial was not one of the witnesses to the execution by the lords of the manor, and it is stated that that will not do, because, under the 5th section, one of the witnesses to the memorial ought to be a witness to the execution of the deed or conveyance. The memorial is to be under the hand and seal of some or one of the grantors, or some or one of the grantees, and then it is to be attested by two witnesses, one whereof is to be one of the witnesses to the execution of such deed or conveyance, which witnesses shall, upon oath before one of the registrars, prove the signing

and sealing of such memorial and the execution of the deed or conveyance mentioned in such memorial. It is said that that must mean that he is to be the witness to the execution by the grantor; but, in my opinion, that is not the true construction here. That, in my opinion, is to put too narrow a construction on these words. Is not a witness to the execution by the grantee—even although his execution is not necessary—a witness, in ordinary language, to the execution of the deed—not by the grantor, but by the grantee? In my opinion it would be wrong, unless we are bound by authority, to narrow those words so as to make them apply only to a memorial where the witness was the witness to the execution by the grantor. It is remarkable here that in this very section the Act of Parliament has been drawing the distinction between the grantors and the grantees, and, in my opinion, if it had been intended that it should be the execution by the grantor to which it was necessary to have the attesting witness, this clause would have said so. It refers to this, that the memorial must be executed by the grantors or one of them, or by the grantees or one of them. If it had been intended that the execution of the deed which was to be attested by the witness should be an execution by the grantor, I think even an Act of Parliament would have said so in a case where, if there was not a proper memorial, any subsequent deed would get priority by having this deed declared to be fraudulent and void as against a party claiming under a subsequent deed. And we must remember this, that the only object of this Act of Parliament was, not to secure the authenticity of deeds, but to secure this, that where a man had executed a deed conveying the land there should be notice of it by its being entered on the register and by putting upon the grantee this penalty, "If you do not put it upon the register any subsequent grantee who puts his deed upon the register should gain priority." We then come to the last objection, which is probably not the least in importance. It is said that the proper person has not taken the oath as regards the execution of the memorial and the execution of the deed itself. The section requires that the oath shall be taken before the said registrar or master—that is, the registrar for the registration of the deed—"or before such master in chancery as aforesaid." There they referred to the masters ordinary or extraordinary, and said this has not been taken before the master ordinary or extraordinary in chancery, or those who are entitled to be considered as standing in their place. The masters in chancery are gone, but what we have really to consider is this: what is the position of the gentleman before whom this oath has been taken, who was appointed under the Act 16 & 17 Vict. c. 78. I say we must look to that Act, and that alone, because I cannot see that we are called upon to decide what will be the effect if an oath was taken before one of the persons acting under the Act of 1873, nor can I see any suggestion for saying that that Act deprives this gentleman of any power and authority which he had before the passing of this Act, and in my opinion it does not in any way take away any power or authority which he had before that Act came into operation. Originally there were the masters in chancery, who took the affidavits when they had to take them from parties residing within a certain circle. Originally it was five miles, then, I think, it was twenty, and then it was cut down to ten miles. Those who took affidavits of persons residing beyond that limit were masters extraordinary, and they had certain duties imposed upon them by orders of the Court of Chancery, some of which existed before the Act of Anne, and some of which did not exist till afterwards, but in the Act of Anne there was that distinction between the duty, as regards affidavits, of the ordinary masters in chancery and the extraordinary. Then the masters were abolished, and then there was this Act of 16 & 17 Vict. c. 78, and the first section says this: "The persons now styled masters extraordinary in chancery shall cease to be so styled, and they and all persons hereafter appointed by the Lord Chancellor to execute the like duties in England shall be designated commissioners to administer oaths in chancery, and shall possess and exercise every such power, and discharge all such duties as now appertain to the office of master extraordinary in chancery." In my opinion the Act of Anne gave to the masters extraordinary powers and duties in addition to the powers they had and the duties which they had to perform under the orders of the Lord Chancellor, and, therefore, the true effect and construction of this Act is to give to the commissioners to administer oaths, not only the powers which, by the orders in chancery, were given to them or the powers and duties given to the masters extraordinary under the orders of the Chancellor, but all those powers and authorities which were attached to that office, in which I include the power and duty of acting under the statute of the 7th of Anne as successors of the former officers bearing that name. In fact, the registrar does not raise any objection to affidavits sworn before commissioners who exercise their power beyond the limit of ten miles. Now we have the question as to the London commissioners to administer oaths. They are, it is said, under section 2 of the Act 16 & 17 Vict. c. 78. I do not think the sections are clear, but we must look at them reasonably. In my opinion section 2 gives to the London commissioners the duty of exercising their powers within their limit—viz., within ten miles from Lincoln's-inn, and as the power to be exercised under the Act of Anne was given to the office of masters extraordinary, a similar power under the Act of Anne was given to the masters ordinary, whose place is taken by the London commissioners. Section 5 is not, in my opinion, material. I think the reasonable construction of section 2 is that when the Act of Anne had given certain powers to the masters, ordinary and extraordinary, in chancery, the commissioners appointed to take office in substitution for them ought to have the same power which was given in the Act of Anne by name to the masters extraordinary in chancery." BOWEN and FRY, L.J.J., concurred.—COUNSEL, Sir R. E. Webster, A.G., Channell, Q.C., and Trevelyan; Reid, Q.C., and W. Murray. SOLICITORS, Wainwright & Baillie; Munton & Morris.

Ex parte BOARD OF TRADE, *Re* PRYOR—Cave, J., 28th June.

SOLICITOR'S BILL OF COSTS—REVIEW OF TAXATION—OBJECTION BY BOARD OF TRADE—ADMINISTRATIVE WORK—PRACTICE—BANKRUPTCY ACT, 1883, s. 57, SUB-SECTION 3—BANKRUPTCY RULES, 1886, r. 124.

In this case certain bills of costs were allowed by the registrar of the Bedford County Court, but the Board of Trade objected to the allowance and required a review of the taxation under rule 124 of the Bankruptcy Rules, 1886, which provides that "where any bill of costs, charges, fees, or disbursements of any solicitor, manager, accountant, auctioneer, broker, or other person has been taxed by a registrar of a county court, the Board of Trade may require the taxation to be reviewed by the bankruptcy taxing master of the High Court." The bills of costs in question were those of the firm of solicitors employed by the trustee in the bankruptcy to do certain work with the authority of the committee of inspection, and they were objected to by the Board of Trade on the ground that the sanction of the committee of inspection to the trustee to employ a solicitor was *ultra vires*, and gave no right to have the costs out of the estate, the work done not being strictly legal work, but administrative work, and that section 57 of the Bankruptcy Act only allowed for legal work and not administrative work, which the trustee was required to do himself. The taxing master was of opinion that the trustee could only employ a solicitor for strictly legal work, even though authorized by the committee of inspection, but he referred the question to the judge in Bankruptcy for decision. Section 57 of the Bankruptcy Act, 1883, provides that "the trustee may, with the permission of the committee of inspection, do all or any of the following things . . . (3) Employ a solicitor or other agent to take any proceedings, or do any business which may be sanctioned by the committee of inspection." On behalf of the respondent it was now contended that a solicitor could be employed both for administrative and legal work, but it was admitted that such solicitor could only charge administrative prices for administrative work and legal prices for legal work.

CAVE, J., referred the case back to the taxing master, with an expression of his opinion that a solicitor cannot charge solicitor's charges for administrative work, but only such charges as are fair and reasonable, having regard to the work done.—COUNSEL, *Muir Mackenzie*; *De Courcy Atkins*. SOLICITORS, *The Solicitor to the Board of Trade*; *Hooper & Co.*

LAW SOCIETIES.

LAW ASSOCIATION.

At a meeting of the directors held at the hall of the Incorporated Law Society, on Thursday, the 5th inst.—the following being present, viz.:—Mr. Boodle (chairman), Messrs. Desborough, jun., Nisbet, Sidney Smith, Spencer Whitehead, and Arthur Carpenter (secretary)—grants of £15 were made to three non-members' cases, and the ordinary general business was transacted.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

THE JUNE INTERMEDIATE EXAMINATION.

Although the Intermediate contained a rather hard question here and there, it must be described, on the whole, as an easy one. In Head I., dealing with Real Property, the questions were clear and brief; such questions as "Mention the different varieties of estates tail," "Give the meaning of the term 'hereditament,'" must dispose of the well-known excuse of weak candidates—that they failed to understand what was meant. The questions were also well distributed over the volume; we suspect that the latter part of Q. 6 gave the most trouble. Head II. also consisted of questions fairly and evenly selected from vol. 2 of the Commentaries. Some of the questions were longer, and required more thought, and probably Q. 19 would puzzle many of those present. We consider that the drafting of Head III. must always occasion the examiner the most trouble, as it deals with such miscellaneous matter, but he has not failed to give each of the various classes of subjects a fair proportion of attention. Among the various injuries to real property we should not ourselves have chosen the injury of "subtraction," but Stephen has now been the subject of examination for so long that, unless old questions are to be constantly repeated, resort must be had to out-of-the-way matter. Stephen's Commentaries is no doubt, from many points of view, an excellent work for an intermediate examination, but considering that the subjects of the Intermediate used to vary, and the recent development of the system of law lectures, we consider that the society would be well advised in considering the propriety of some change or addition. As soon as a fixed text-book gets thoroughly besieged with "Guides," "Questions and Answers," "Digests," and "Hints to," it ceases to answer its purpose as a subject-matter for examination, and a change should be made if the examination is to be any real test.

THE HONOURS EXAMINATION.

Many candidates remarked that the Honours papers were easier than those at the Pass Final. This remark merely proved that the papers suited admirably the reading of those candidates who, in addition to the text-books, had kept in mind the reports of the last few years. In the Conveyancing paper questions 6 and 9 respectively dealt with the very recent cases of *Beddington v. Ailes* and *Coombs v. Carter*, *Re Clarke*, while Q. 8 involved

Re Jackson, Shiers v. Ashworth. The remaining questions in this paper were fairly easy. The Equity paper dealt with such matters as the effect of equitable execution by appointment of a receiver, the capacity of married women to contract, satisfaction, specific performance, &c., and the comparatively well-known cases of *Terry v. White*, *Webb v. Smith*, *Re Wadsworth*, *Rhodes v. Sugden*, *Scarfe v. Jardine*, and *Bradford Banking Co. v. Briggs*, were more or less involved. The Common Law and Bankruptcy paper could not have been so well answered from a mere knowledge of recent cases as the former, although such knowledge would dispose of two of the questions and be useful here and there in others. The Probate, Divorce, Admiralty, and Criminal Law paper was easy, especially as regards the probate and divorce questions; but Q. 38, involving a knowledge of *Reg. v. Stephens*, would give trouble. If all who entered for the Honours Examination were entitled to have their papers looked at, we should expect a full list, but no doubt the rule that a certain standard must be attained at the Pass must exclude many.

THE BAR AND LAY CLIENTS.

THE following correspondence has been published:—

Dear Mr. Attorney-General,—As a member of the bar, I appeal to you as its titular head for a definite opinion as to the rule of etiquette which regulates the intercourse of the profession with the general public.

May a barrister advise and otherwise act for the outside client, and receive a fee direct, without the intervention of a solicitor? To what extent, if at all, is this right limited after a writ has been issued?

Is there any minimum limit to the fee which a counsel may charge non-contentious business?

As the subject of fusion has lately been brought into prominence, seems eminently desirable that the bar should know what its real position is before being called upon to decide so momentous a question.

I propose to publish this letter and your reply for the benefit of the profession.—Yours faithfully,

ROBERT YERBURGH.

Dear Mr. Yerburgh,— . . . The matters to which you refer are not governed by any written rule, but by the practice and tradition of the profession, which have, I believe, been recognized from time immemorial.

It is essential to keep in view throughout the distinction between contentious and non-contentious business.

With reference to contentious business, in my opinion neither before nor after litigation is commenced should a barrister act or advise without the intervention of a solicitor. One very grave reason for this rule is obvious. In contentious business, which frequently affects the rights of other persons, it is most important that the facts should be as far as possible accurately ascertained before advice is given. For this purpose, as a barrister cannot himself make proper inquiry as to the actual facts, it is essential that he should be able to rely on the responsibility of a solicitor as to the statement or facts put before him.

As regards non-contentious business the case is, in my opinion, somewhat different. It is scarcely possible to state the rule in a way which will be absolutely accurate under all circumstances, but speaking generally, there is, in my opinion, no objection to a barrister seeing and advising a lay client, without the intervention of a solicitor, upon points relating to the lay client's own personal conduct or guidance, or the management or disposition of his own affairs or transactions. I only desire to add that great care should be exercised by members of the bar who do advise lay clients to abstain from advising upon matters which are, in effect, of a contentious character.

As regards the fee in cases in which counsel are willing to advise a lay client under the circumstances to which I have referred, I know of no rule beyond this—that no junior should accept a fee of less than £1 3s. 6d., and no leader of less than £2 4s. 6d.

I am yours very faithfully,

RICHARD E. WEBSTER.

Robert Yerburgh, Esq., M.P.

LEGAL NEWS.

OBITUARY.

MR. CHARLES SUMNER MAINE, barrister, died at Westcott Heath, Dorking, on the 11th ult. Mr. Maine was the eldest son of the late Sir Henry James Sumner Maine, K.O.S.I., LL.D., Master of Trinity Hall, Cambridge, and was born in 1850. He was educated at Trinity College, Cambridge, and he was called to the bar at the Middle Temple in Easter Term, 1875. He acted in 1880 as secretary to the British Auxiliary Mission on Judicial Reform in Egypt, and he was also secretary to the British delegates at the International Law Judicial Commission. About two years ago he was appointed clerk of the Crown, clerk of assize, and associate on the South Wales and Chester Circuit. Mr. Maine was married in 1884 to the widow of Mr. Ernest Copland, of Chelmsford, and he leaves one child.

MR. THOMAS EDWARD WEST, barrister, died at Leeds on the 15th ult., from apoplexy. Mr. West was the second son of Mr. John West, of Bowden, Northamptonshire, and was born in 1833. He was educated at St. John's College, Oxford, where he graduated second class in classics in 1859, and he was called to the bar at the Inner Temple in Easter Term, 1859, when he obtained a first class certificate of honour. He formerly practised in the Court of Chancery, being also a member of the Northern

Circuit. A few years later he settled at Leeds, and he had an extensive criminal practice on the North-Eastern Circuit, and in the principal county courts in the West Riding of Yorkshire. At the Halifax County Court on the 16th ult. Judge Snagge expressed his sorrow at receiving the news of Mr. West's death.

Mr. HORACE SHEPARD, solicitor, of Tredegar, died on the 26th ult. from paralysis, after a long illness. Mr. Shepard was the son of Mr. John Shepard, solicitor, of Usk, and was born in 1824. He served his articles with his father, and he was admitted a solicitor in 1849. He had an extensive practice in the town and neighbourhood of Tredegar. He was local agent for Lord Tredegar's estates. In 1852 he was appointed by the late Judge Herbert to the magistracy of the Tredegar County Court (Circuit No. 24), and he held that office till his death. He was also district registrar under the Judicature Acts, and he was associated in the magistracy with his son, Mr. John Alexander Shepard, who is also clerk to the Bedwelly Board of Guardians, and to the Tredegar, Rhymney, Nantyglo, and Blaina Local Board.

Mr. JAMES ANDERSON, Q.C., late an official referee, died at his residence, Grove House, Clapham, on the 22nd ult., in his eighty-fifth year. Mr. Anderson was the eldest son of Mr. David Anderson, of Bellfield, Midlothian, and was born in 1803. He was educated at the High School, Edinburgh, and at the University of Edinburgh, and he was admitted a member of the Faculty of Advocates in Scotland in June, 1828. He was called to the bar at the Middle Temple in Trinity Term, 1839, and he practised for many years in the Court of Chancery and in Scotch appeals before the House of Lords. In 1851 he received a silk gown from Lord Truro, and in 1869 he became an official examiner to the Court of Chancery. On the Judicature Acts coming into operation in 1875 he was appointed an official referee of the Supreme Court, and he held that office till 1885, when he retired on a pension. Mr. Anderson unsuccessfully contested Falkirk in the Liberal interest in 1852, and the Ayr Boroughs in 1868. He was the senior bencher of the Middle Temple, of which society he was treasurer in 1861. He was a member of the Mercantile Law Commission, and he was for several years a member of the Council of Legal Education. Mr. Anderson was married in 1871 to the daughter of Mr. George Upward, of Blackheath. He was buried at Norwood Cemetery on the 26th ult.

Mr. JOHN BAKER STAFFORD GREENE, barrister, died suddenly at his chambers, 13, Clement's-inn, on the 22nd ult. from heart disease. Mr. Greene was the eldest son of Mr. John Alfred Greene, of the Irish bar. He was educated at Trinity College, Dublin, where he took the degrees of B.A., and M.B. He held for about three years the rank of assistant-surgeon in the 1st Royal Regiment, and he received a medal and three clasps for his services in the Crimea. On his return to England at the end of the war he entered at the Middle Temple, where he was called to the bar in Trinity Term, 1858. In November, 1856, he had obtained a certificate of honour of the first class, and in 1859 he graduated LL.B. at the University of London. Mr. Greene was a member of the South-Eastern Circuit, and he had at one time a considerable criminal business. It may be remembered that he was engaged in the memorable *Risk Allah Bey* libel case twenty-years ago. He had more recently devoted himself to journalism, and he was at the date of his death a leader writer on the staff of the *Morning Post*.

Mr. JAMES LAPWORTH, solicitor, formerly librarian to the Incorporated Law Society, died at his residence in Bedford Park on the 21st ult., in his ninety-first year. He was born in 1798 at Warwick. In 1810 he became clerk to Mr. T. Tindas of that town, with whom he remained until 1820, when he came up to London and entered the office of Messrs. Gregory & Co., to whom he was afterwards articulated for six years. He was admitted in Easter Term, 1831, and remained with the firm until 1837, when he became clerk and private secretary to Sir William Follett and retained those offices until Sir William's death in 1846. He was then appointed clerk to the Home Office, but in 1847 he applied for and obtained the librarianship to the Incorporated Law Society, which he held down to 1877, when he retired on a pension of £300 a year. He was married twice, but had no issue by his first wife. By his second wife, whom he married after the age of fifty, he had one son and two daughters, who survive him.

Mr. BAKER PETER SMITH, barrister, died at Maidenhead on the 18th ult., in his eighty-eighth year. Mr. Smith was the son of Mr. Thomas Smith, solicitor, of St. Paul's Churchyard, and was born in 1790. He was educated at St. Paul's School. He was admitted a solicitor about the year 1812, and he practised for several years in the City of London. He afterwards entered at the Middle Temple, where he was called to the bar in Easter Term, 1853, and he practised on the Oxford Circuit. Mr. Smith had for many years lived at Maidenhead, and he formerly attended regularly the various county courts and petty sessions at Windsor and Reading and in the surrounding districts. He was buried at Boyn Hill on the 22nd ult.

Mr. ISHAM HENRY EDWARD GILL, solicitor and notary public (of the firm of Gill, Archer, & Maples), of Liverpool and Birkenhead, died at his residence at Oxtou, Cheshire, on the 22nd ult. Mr. Gill was admitted a solicitor in 1851. He was a notary public, and he had an important private practice. He was at the time of his death associated in partnership with Mr. Francis Archer and Mr. Cecil Edward Maples. Mr. Gill was solicitor to the Mersey Railway Company, and he was for several years a member of the Birkenhead Town Council.

APPOINTMENTS.

Mr. FREDERICK KYNASTON METCALFE, solicitor (of the firm of Gasquet & Metcalfe), of 9, Idol-lane, has been appointed by Alderman Gray, sheriff-elect, to be one of the Under-Sheriffs of London and Middlesex for the

ensuing year. Mr. Metcalfe is returning officer for the borough of Paddington. He was admitted a solicitor in 1876.

Mr. CLARENCE RICHARD HALSE, solicitor, of 61, Cheapside, has been appointed by Mr. Alfred Newton, sheriff-elect, to be one of the Under-Sheriffs of London and Middlesex for the ensuing year. Mr. Halse is returning officer for the borough of St. Pancras. He was admitted a solicitor in 1875, and he is in partnership with his father, Mr. Richard Clarence Halse, who is deputy for the ward of Cheap.

Mr. CHARLES ROBERT TYSER, Attorney-General of the Leeward Islands, has been appointed to act as Chief Justice of the Leeward Islands, Mr. Tyser is the fourth son of Mr. George Dorman Tyser, of Tunbridge, and was born in 1849. He was educated at Trinity College, Cambridge. He was called to the bar at the Inner Temple in Michaelmas Term, 1873, and he formerly practised on the South-Eastern Circuit.

Mr. ALLAN MACLEAN SKINNER, barrister, has been appointed her Majesty's Counsel for the Siamese Settlements on the West Coast of the Malay Peninsula. Mr. Skinner is the second son of the late Mr. Allan Maclean Skinner, many years a judge of county courts, and was born in 1846. He was called to the bar at Lincoln's-inn in Trinity Term, 1867, and he formerly practised in the Court of Chancery. He acted for some time as Colonial Secretary for the Straits Settlement.

Mr. CHARLES HALMAN BEARD, barrister, has been appointed to act as Attorney-General of the Leeward Islands. Mr. Beard is the second son of Mr. William Daniel Beard. He was called to the bar at the Middle Temple in April, 1877.

Mr. JAMES CORNER, solicitor (of the firm of Corner & Corner), of Hereford, has been appointed a Magistrate for that city. Mr. Corner was admitted a solicitor in 1873.

Mr. JOHN CHARLES LAWE, solicitor (of the firm of Lane & Chatter-buck), of Birmingham and Moseley, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

The Right Hon. JAMES LOWTHER, barrister, who has been elected M.P. for the Thanet Division of the county of Kent in the Conservative interest, is the second son of Sir Charles Hugh Lowther, Bart., and was born in 1840. He was educated at Westminster and at Trinity College, Cambridge, and he was called to the bar at the Inner Temple in Michaelmas Term, 1864. He was M.P. for the City of York from 1865 till 1880, and for North Lincolnshire from 1881 till 1885. Mr. Lowther was secretary to the Poor Law Board from August to December, 1868, Under-Secretary of State for the Colonies from 1874 till 1878, and Chief Secretary for Ireland from 1878 till 1880. Mr. Lowther is a magistrate and deputy-lieutenant for the North Riding of Yorkshire.

Mr. FRANCIS SHELTON, solicitor, of Tower Chambers, Moorgate, London, has been appointed Solicitor to the Tottenham Local Board. He is also clerk and solicitor to the Edmonton Board of Guardians, and to the assessment committee of the Edmonton Union. He was admitted in 1881.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

CHARLES GREEN and JOHN JACOB DIXON, solicitors (Green & Dixon), of Northwich and Winsford. June 30. The said John Jacob Dixon will continue to carry on the business at both places.

[Gazette, June 3.]

GENERAL.

The sale, by Messrs. Edwin Fox & Bousfield, of the Gatton Estates of Viscount Oxenbridge, on Wednesday, resulted in the sale of lots 1, 3, 4, 5, 6, 7, and 8, at an aggregate of £108,170. Lot 2 (Upper Gatton Park) was bought in at £35,000.

The sale of the remainder of the Lincolnshire estates of the late Lord Saye and Sele took place at Spalding on Thursday week; 855 acres were offered, the total rental being £1,764. Five hundred and twenty-two acres were sold for £20,300, or an average of £39 an acre.

The chief provision of the Bill to amend the Patents, &c., Act, 1883, introduced on behalf of the Government in the House of Lords by the Earl of Onslow, relates to the registration of patent agents. It proposes that after the 1st of July, 1889, no person shall be allowed to describe himself as a patent agent, under a penalty not exceeding £20, unless he is registered under the Board of Trade. Any person who can shew that he has been practising for twelve months before the 1st of the present month as a patent agent is entitled to registration. Future registrations will be made under rules to be prepared by the Board of Trade.

At the Central Criminal Court on Thursday, Edward William Parkes, who recently carried on business as a solicitor in Salters' Hall-court, City, and who, at the last session of the Central Criminal Court, pleaded guilty to a charge that he, being a solicitor intrusted with a certain security, did pledge the same for his own use, was brought up for sentence. Mr. Ernest Beard, on the part of the prisoner, said that certain testimonials had been handed to his lordship, and no doubt his lordship would give them every consideration. The recorder said he had carefully read the documents referred to, and had given them every consideration. Addressing the prisoner, the recorder said he had been guilty of a most serious offence. As a solicitor intrusted with money by clients, he had abused his trust. He was to be sentenced to seven years' penal servitude.

On the 29th ult., in the House of Commons, Mr. M. Healy asked the Chancellor of the Exchequer whether he could state generally the conditions on which it was proposed to remit the penalties payable on stamping instruments executed prior to the passing of the Customs and Inland

Revenue Act of 1888, and, in particular, whether it was proposed that there should be any limit of time as regarded the date of the instrument proposed to be stamped; and when the memorandum dealing with the matter would be issued. The Chancellor of the Exchequer said the concession will not, of course, extend to instruments which cannot in any case be legally stamped after execution, or which cannot be legally stamped after execution, without payment of a fixed statutory penalty, nor is it to apply to instruments in respect of which personal penalties have been incurred or to articles of clerkship. In any case in which a longer period than three months may have expired since the unstamped or insufficiently stamped instrument was first executed, the remission of the penalty or penalties must be by way of repayment. The Board of Inland Revenue, however, will refuse the benefit of this concession in any case in which it may appear that the instrument is not voluntarily presented for stamping, but is presented in consequence of other circumstances, such as, for instance, the necessity of producing the instrument in court, or of making good the title to property at the requisition of a purchaser. In the consideration of applications for relief from penalties payable on stamping instruments executed prior to the passing of the Customs and Inland Revenue Act, 1888, and not presented for the purpose until after January 1 next, the board will have regard to the fact that the liability to the payment of such penalties might have been avoided had advantage been taken of the arrangement in question.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.
Mon., July 9	Mr. Pemberton	Mr. Koe	Mr. Lavie	Mr. Carrington
Tuesday... 10	Ward	Clowes	Pugh	Jackson
Wednesday... 11	Clowes	Koe	Lavie	Carrington
Thursday... 12	Koe	Clowes	Pugh	Jackson
Friday... 13	Jackson	Koe	Lavie	Carrington
Saturday... 14	Carrington	Clowes	Pugh	Jackson
		Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEENEWICH.
Monday, July	9	Mr. Godfrey	Mr. Ward	Mr. Leach
Tuesday	10	Rolt	Pemberton	Beal
Wednesday	11	Godfrey	Ward	Leach
Thursday	12	Rolt	Pemberton	Beal
Friday	13	Godfrey	Ward	Leach
Saturday	14	Rolt	Pemberton	Beal

WINDING UP NOTICES.

London Gazette.—FRIDAY, June 29.
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

EXPORT AGENCY CO., LIMITED.—By an order dated June 8, appointed Flaxman Haydon, 21, New City Chambers, Bishopsgate st Within, to be official liquidator.

CONSOLIDATED GOLD MINES OF MULATOS, LIMITED.—Petn for winding up, presented June 26, directed to be heard before North, J., on July 7. Kimber, Lombard st, sol for petnrs.

CUMMERBURN SLATE CO., LIMITED.—By an order made by Stirling, J., dated June 23, it was ordered that the voluntary winding up of the company be continued. Hollams & Co., Mining lane, sol for petnrs.

GASHEING PATENT DRIVING BELT AND LEATHER CO., LIMITED.—Petn for winding up, presented June 27, directed to be heard before Stirling, J., on Saturday, July 7. Mills & Co., Brunswick place, City rd, sol for petnrs.

GOSSELD AND SINCLAIR UNITED MINES, LIMITED.—Creditors are required, on or before Monday, July 23, to send their names and addresses, and the particulars of their debts or claims, to Mr. Charles Gregory, 81, Bishopsgate st Within. Monday, July 30 at 12, is appointed for hearing and adjudicating upon the debts and claims.

GREAT EASTERN SYNDICATE, LIMITED.—Stirling, J., has fixed Thursday, July 12 at 12, at his chambers, for the appointment of an official liquidator.

GREAT GRIMSBY FISH AND STRAW TRAWLING CO., LIMITED.—Petn for winding up, presented June 28, directed to be heard before North, J., on July 7. Lowless & Co., Martin's lane, Cannon st, sol for petnrs.

HINDLE & MORRIS, LIMITED.—North, J., has, by an order dated June 5, appointed Harrington Evans Broad, 1, Walbrook, to be official liquidator. Creditors are required, on or before July 23, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, Aug 6 at 1, is appointed for hearing and adjudicating upon the debts and claims.

NEW CHILE GOLD MINING CO., LIMITED.—Stirling, J., has fixed Wednesday, July 11, at 2, at his chambers, for appointment of official liquidator.

NITHEBOY (BRAZIL) GAS CO., LIMITED.—Creditors are required, on or before Oct 1, to send their names and addresses, and particulars of debts or claims, to Henry Peyton Cobb, 53, Lincoln's inn fields. Thursday, Oct 25, at 12, is appointed for hearing and adjudicating upon debts and claims.

SYKES, MACVAY, AND THE CORD BOTTLE CO., LIMITED.—Creditors are required, on or before July 30, to send their names and addresses, and particulars of debts or claims, to Henry Spain, 76, Coleman st. Saturday, Aug 4, at 11, is appointed for hearing and adjudicating upon debts and claims.

THURSO NEW GAS CO., LIMITED.—By an order made by Kay, J., dated June 16, it was ordered that voluntary winding up of company be continued. Ridsdale & Son, Gray's inn sq, agents for Ridgway & Ridgway, Dewsbury, sol for petnrs.

WILLOWS STEEL CO., LIMITED.—Stirling, J., has fixed July 10 at 12, at his chambers, for the appointment of an official liquidator.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

BIRKDALE VICTORIA BREWERY CO., LIMITED.—Creditors are required, on or before July 23, to send their names and addresses, and the particulars of their debts or claims, to James Pollitt, 25, London st, Southport. Aug 7 at 11 is appointed for hearing and adjudicating upon the debts and claims.

CLAYTON INDUSTRIAL MANUFACTURING CO., LIMITED.—Petn for winding up, presented June 28, directed to be heard before Bristowe, V.C., on July 9, at the Chancery Court, St. George's Hall, Liverpool. Boote & Edgar, Manchester, agents for Withers & Hargreaves, Blackburn, sol for petnrs.

FRIENDLY SOCIETIES DISSOLVED.

UNITED TRADESMEN'S FRIENDLY SOCIETY, Shakespeare Inn, Northampton June 26

London Gazette.—TUESDAY, July 3.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AIRSIDE STEEL AND IRON CO., LIMITED.—By an order made by North, J., dated June 23, it was ordered that the voluntary winding up of the above company be continued. Crossman & Pritchard, Theobald's rd, Gray's inn, agents for Stanton & Atkinson, Newcastle upon Tyne, sol for petnrs.

AMERICAN EXCHANGE IN EUROPE, LIMITED.—Stirling, J., has fixed July 13, at 12, at his chambers, for the appointment of an official liquidator.

ANGLO-MONTANA MINING CO., LIMITED.—Petn for winding up, presented June 29, directed to be heard before Chitty, J., on July 14. Langton & Sons, Queens Victoria street, sol for petnrs.

ARTON ALLIANCE MINES, LIMITED.—By an order made by North, J., on June 16, it was ordered that the voluntary winding up of the company be continued. Crump & Son, Philpot lane, sol for the petnrs.

CELLERIERS SYNDICATE, LIMITED.—By an order made by Kay, J., dated Saturday, June 23, it was ordered that the syndicate be wound up. Chulow, Gracechurch st, sol for the petnrs.

DEWAR'S AND BOURNIA, LIMITED.—By an order made by Chitty, J., dated June 23, it was ordered that the voluntary winding up of Dewar's & Bournia, Limited, be continued. Linklater & Co, Bond st, Walbrook.

DUBLIN BREWERY CO., LIMITED.—By an order made by Kay, J., dated June 16, it was ordered that the voluntary winding up of the company be continued. Gorton, sol for the company and the petnrs.

PROPRIETORS OF THE PORTSMOUTH AND ARUNDEL NAVIGATION.—Petition for winding up, presented June 29, directed to be heard before North, J., on July 14. Pownall & Co, Staple inn, for Edgcombe & Co, Portsea, sol for the petnrs.

UNITED KINGDOM METAL EDGED BOX CO., LIMITED.—By an order made by Stirling, J., dated June 21, it was ordered that the company be wound up. Whiffeld & Richardson, Finsbury pavement, sol for petnrs.

UNLIMITED IN CHANCERY.

EXETER TRAMWAYS CO.—Stirling, J., has, by an order dated May 29, appointed Woodley Smith, 29, Budge row, to be official liquidator.

FRIENDLY SOCIETIES DISSOLVED.

BOSTON AND SEABECK FRIENDLY FUNERAL SOCIETY, 14, Market place, Boston, June 27

OLD SWAN WORKMEN'S INDUSTRIAL CO-OPERATIVE SOCIETY, LIMITED, 42, St Oswald st, Old Swan, Liverpool. June 29

SOCIETY OF MINERS AND OTHERS, Railway Inn, The Lye, Oldswinford, Worcester, June 30

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, June 22.

BETTS, WILLIAM HAMMOND, Dias, Norfolk, Gent. July 26. Etherington v Maclean, Stirling, J. Woolley, Chancery lane

HIGGS, ALBERT ARTHUR, Natal, South Africa. July 20. Higgs v Hickmann, North, J. Walker, Wolverhampton

London Gazette.—TUESDAY, June 26.

DYSON, GEORGE, Leeds, Wine Merchant. July 26. Smith v Dyson, North, J. Tattershall, Old Jewry

GEE, GEORGE EDWARD, Chesterfield, Derby, Solicitor. Aug 11. Redfern v Gee, Chitty, J. Wilson, Sheffield

LOW, SAMUEL STEPHENSON, Abbots Langley, Hertford, Clerk. July 16. Low and others v Golden, Chitty, J. Cotton, Gresham st

London Gazette.—FRIDAY, June 20.

POOLE, HENRY GEORGE, Old Burlington st. July 17. Bayle v Hanson, Stirling, J. Bird, 23, Rood lane

WATKINS, CHRISTIANA, Ramsgate. July 31. Watkins v Watkins, Chitty, J. Chulow, 9, Gracechurch st

London Gazette.—TUESDAY, July 3.

BARTLETT, JOHN ELWIN, Golaghat, Assam, Tea Planter. Aug 1. Squire v Bartlett, Chitty, J. Bartlett, 23, Bush lane, Cannon st

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, June 12.

BANNON, JANE, Deddington, Oxford. June 30. Cogges, Deddington

BOWEY, ROBERT FALDER, Warkworth, Northumberland, Innkeeper. July 14. Forster & Paynter, Alnwick

BRITTON, ELIZA, Ifton Herch, St Martin's, Salop. July 18. Laman & Co, 51, Lincoln's inn fields

BROWN, MICHAEL, Stanhope, Durham, Tailor. July 7. Thompson, Stanhope by Darlington

BROWN, WILLIAM EDWARD, Long Eaton, Derby, Land Surveyor. Aug 8. Watson & Co, Nottingham

BURROWS, EDWARD, Sussex Arms, Station rd, Redhill, Public House Keeper. Oct 6. Merrick Head, Reigate

CARNEGIE, GEORGE HYDE, Catford, Kent, Gent. July 20. Carnegie, Bucklersbury

CHAPMAN, JOHN, Albert villas, Page Green, Tottenham, Gent. June 27. Morris, Gresham st

COLLINS, EDWARD BARNARD, Edgbaston, Warwick, Merchant's Manager. July 18. Gateley, Birmingham

COTTELL, THOMAS EATON, Grange, Banwell, Somerset, Esq., late a Lieutenant-Colonel in the Bombay Artillery. July 31. Woolfries & Powell, Banwell

DEANS, REV JOSEPH, Vicarage, Melbourne, Derby, Clerk. Aug 21. Barber & Co, Derby

DENMEADE, JOHN THOMAS, Tor Hill House, Marldon, Devon, Civil Engineer. July 31. Turner & Low, King st

DIGGLE, JOSEPH, Torquay, Devon, Esq. Aug 12. Wilde & Co, College hill

FENCOCK, MARGARET GIBSON, Irlam View, Sale, Chester. July 31. Boddington & Ball, Manchester

FIRTH, ARTHUR, Leeds, Ironmaster. Aug 14. Nelson & Co, Leeds

FURNER, THOMAS COOPER, Eastcheap, Wholesale Grocer. Aug 10. Thomsons & Co, Cornhill

HARDING, GEORGE, Old Shotton, Durham, Farmer. Aug 21. Wilford, Squeadland

HARRISON, THOMAS ELLIOT, Whitburn, Durham, Esq. Aug 1. Cowling & Co, York
 JAMES, EMILY, Lupus st. July 27. Clarke & Sons, Serjeant's inn
 JONES, CHARLES WILLIAM, Grosvenor pl, Cheltenham, Esq. July 30. Jones & Blakeway, Gloucester
 JONES, SUSANNAH, Grosvenor pl, Cheltenham. July 30. Jones & Blakeway, Gloucester
 KENYON, THOMAS, Liverpool rd, Patricroft, Lancaster, Draper. June 30. Sutton & Co, Manchester
 LEADER, FRANK DAVID, Hampton Wick. July 20. Dixon & Co, Bedford row
 LEIGH, THOMAS, Westleigh, Lancaster, Gent. July 31. Hope, Wigan
 LUND, WILLIAM THOMAS BULLEN, Haverstock Lodge, Hampstead, Esq. July 18. Meynell, Farnham
 MURRAY-ATHELST, GEORGE HERBERT, Ladbroke grove, Notting hill, Major-General in Her Majesty's Indian Army. July 20. Turner & Low, King st
 PATERSON, JAMES, Melrose, Stamford Hill, Middlesex, Carrier. July 31. Duffield & Bruty, Tokenhouse yard
 PERKINS, HENRY ARTHUR, R.N., Valletort pl, Stoke, Devonport. July 10. Leighton, Clifford's inn
 PETERSEN, THOMAS GEORGE, Bruce rd, Bromley St Leonard, Butcher. July 10. Anning, Cheapside
 SEADON, BAKER, King st, St James's sq, Bootmaker. Aug 1. Pike, Old Bur-hington st
 SELBY, ELIZABETH ELLEN, Vicarage rd, Stratford, Essex. July 31. Copping, Goddman st
 SMITH, HARRIET, Fore st, Hertford. July 28. Richardson & Co, Much Hadham, Herts
 SPALDING, SAMUEL, Drury lane, Paper Maker and Stationer. Sept 30. Crowders & Vizard, Lincoln's inn fields
 STRANGE, ANN, Dunoon st, Liverpool. July 28. T. J. Smith & Son, Liverpool
 STRINGER, JOSEPH, Oughtibridge, Bradford, Ecclefield, York. July 23. Oxley & Coward, Rotherham
 TIMS, SUSANNA, Gt Barford, Oxford. July 5. Coggins, Deddinton
 TURNER, ELIZA ANN, St John's rd, Frattton, Portsea. July 14. Parker Blake, Portsea
 VINCE, JOHN ZADOCK, Downham Market, Norfolk, Coachmaker. Aug 1. Reed & Wayman, Downham Market
 WADE, ANNIE, Hotel Minerva, Rome. July 31. Turner & Low, King st
 WARBURTON, THOMAS, Crow Wood Farm, nr, Widnes, Lancaster, Farmer. Aug 1. R. Davies & Co, Warrington
 WATERER, HELEN MARIA, New Buckleigh rd, Streatham. July 10. West & Co, Cannon st
 WILLETTS, EDWARD, Romsley, Worcester. July 16. Wright & Tanfield, Cradley Heath, nr Brierley hill

London Gazette.—FRIDAY, June 22.

A'BARROW, MARY, Stalbridge, Dorset. July 24. Rufus A'Barrow, Lincoln's inn fields
 BRASSY, RICHARD JOHN, Albert mansions, Victoria st, Esq. Aug 10. Bur-goyne & Co, Oxford st
 BRUNNER, CAROLINE JANE, Kussnacht, Canton Zurich, Switzerland. July 20. Colmore, Birmingham
 CAMPBELL-JOHNSTON, ROBERT ALEXANDER, St. George's sq, Pimlico, Esq. Aug 1. Palmer & Co Trafalgar sq
 CLAPHAM, ABRAHAM, Grafton rd, Worthing, Esq. July 14. Drawbridge & R-wntree, Scarborough
 DEW, FRANCES DAVID. Aug 1. Whites & Co, 23, Budge row
 DIXON, CHARLES, Thorpe on the Hill, Lincoln, Farmer. July 19. Tweed & Co, Lincoln
 DOWSE, ELIZABETH, Atlantic terr, Weston super mare. July 9. Davies, Weston super Mare
 HRATON-ELLIS, KATHERINE ELIZA, Clarence terr, Regent's park. Aug 8. Brough-ton & Co, Gt Marlborough st
 ELWORTHY, THOMAS, Lower Thames st, Licensed Victualler. Aug 1. Foster, Birch in lane
 HARRISON, MARY ANNE, Lansdowne rd, Croydon. July 20. Mayhew & Sons, Saxonmudham
 JACKSON, WILLIAM, Alexandra rd, Southport, Gent. Aug 1. Harvey & Co, Liverpool
 JONES, WILLIAM, Church st, Flint, Grocer. July 21. Hughes, Flint
 LEATHER, CHARLES JAMES, North End, Portsmouth, Contractor. July 16. Darley & Cumberland, John st, Bedford row
 MARCHANT, WILLIAM, Springfield villa, Acton, Retired Coachbuilder. Aug 1. Saxton & Morgan, Somerset st, Portman sq
 MARRIS, THOMAS, Horncliffe, Lincoln, Farmer. July 6. Waite & Co, Boston
 MARSHALL, ANNE BURGESS, Leigh Wood, Cambridge rd, Bournemouth. July 25. T. C Matthews, Lincoln's inn fields
 MATTHEWS, JOHN, Wincmill, Derby, Gent. Aug 1. Jennings & Co, Burton on Trent
 MOORE, WILLIAM BALME, Woolshops, Halifax, York, Pawnbroker. July 31. Jubb & Co, Halifax
 MORGAN, GEORGE, Vicarage, Edlington, Lincoln, Clerk in Holy Orders. Aug 4. Clitheroe, Horncliffe
 NASH, Rev ANDREW JOHN, Montagu sq, Clerk in Holy Orders. July 31. Stone-ham & Son, Fenchurch st
 OATES, HENRY, Roberttown, Liversedge, York, Card Maker. June 30. Mitcheson, Beckfordwike
 PENNELL, HENRY BOULTON, Holcombe, Dawlish, Esq. Aug 1. G Webster & Nephew, Liverpool
 POPE, ALEXANDER, Lee on Sea, Ilfracombe, Gent. Aug 1. Hole & Peard, Bide-ford
 PULLAN, RICHARD POPPLEWELL, Melbury rd, Kensington, Esq. July 30. Leeffe & Leeffe, Quality st
 READ, JOHN, Doe Bank, Sutton Coldfield, Warwick, Gent. Aug 1. Coleman & Co, Birmingham
 REYNOLDS, THOMAS, Diggle, Saddleworth, York, Woollen Manufacturer. July 31. Wigley & Claydon, Oldham
 RUSSELL, ELIZABETH, Greenfield ter, Cartmel, Lancaster. July 12. Woodburne, Ulverston
 RUSSELL, JOHN, Greenfield ter, Cartmel, Lancaster. Farmer. July 12. Wood-burne, Ulverston
 SARGENT, SAMUEL, Siddington, Glos. July 25. Mullings & Co, Cirencester
 SIMS, JOHN, Green hill, Derby, Commission Agent. Oct 1. Briggs, Derby
 SMITH, WILLIAM HENRY, Amphill sq, Hampstead rd, Stockbroker's Clerk. July 23. Oliver, Coleman st
 STEPHENS, EDWARD, Dynas Pows, Glamorganshire, Labourer. July 20. Bloese, Cardiff
 STRONG, CLARE BRIDGET, Stafford ter, Kensington. Aug 3. Burch & Co, Spring-gdns
 TOPHAM, JOHN, Collingham rd, South Kensington, Esq., M.D. July 18. Gus-cotte & Co, Essex st
 TREVERA, CATHERINE KNIGHT, Redruth, Cornwall. July 14. Holloway, Red-ruth
 WADDELL, JOHN CRAIG, Monkland, Longton, Stafford, D.M. July 31. Rams-dale, Longton

WHITE, ELIZABETH, Limerston st, Chelsea. July 31. Rogers, Westminster
 WOOLLER, Canon HERBERT AUBREY, Plymouth, Roman Catholic Priest. July 31. Gibbs & Co, Gracechurch st
 YOUNG, MARY ANNE, Southport. Aug 1. Wigin, Leeds

London Gazette.—TUESDAY, June 26.

BAERNARD, GEORGE, Abbeydale rd, Sheffield, Edge Tool Manager. July 21. Burdakin & Co, Sheffield
 BLANTON, CHARLES, Warren cottage, Newmarket, Suffolk. Aug 2. Rogers, Newmarket
 BLOXAM, MATTHEW HOLBECH, Rugby, Solicitor. July 28. Seabroke, Rugby
 BUTLOCK, SARAH, Matlock Bridge, Derby. Aug 7. White, Chancery lane
 CHAPMAN, THOMAS, Gt Jackson st, Hulme, Manchester, Draper. Sept 24. Hewitt & Co, Manchester
 CHARLINGTON, CHARLOTTE, Spalding, Lincoln. Sept 1. Poake & Co, Sleaford
 COOMBE, WILLIAM, Court Barton, Crediton, Devon. July 7. Sparkes & Pope, Crediton
 DALE, STEPHEN, Wootton, nr Canterbury, Farmer. Aug 7. Carder, Dover
 DICKINSON, JANE, Hope st, Westbromwich, Stafford. Aug 20. Phillips, Bir-mingham
 DREW, JOSHATHAN, Frome, Somerset, Butcher. Aug 1. Dunn, Frome
 EVANS, ANNE EVANS, King st, Carmarthen. July 31. Barker & Co, Carmarthen
 EVANS, LEWIS, Abergwilly, Carmarthen, Gent. July 31. Barker & Co, Car-marthen
 FISCHER, JOHANN ADOLPH FREDERICK LEONHARD, Barry rd, East Dulwich, Gent. July 31. Carr & Martin, Gt Tower st
 FOILLAND, SUSANNA, Elmide, St Sidwell, Exeter. July 27. Orchard, Exeter
 FREEMAN, ELIZA HUTCHINSON, Walsingham rd, Clapton. Aug 7. Shearman, Gresham st
 GOLDSWORTHY, ELIZA, Farley, Cheshire, Stafford. July 12. Thacker & Cull, Cheshire
 GRAY, ELIZABETH CAROLINE HAMILTON, Queen's gate, South Kensington. July 18. Gus-cotte & Co, Essex st, Strand
 GREENE, MARY, Ashton in Makerfield, Lancaster, Beerseller. July 12. Wilson, Wigan
 HARDING, JOSEPH, Moordend, Slimbridge, Gloucester, Farmer. July 31. Vizard & Co, Dursley, Glos
 HARRISON, CHARLES, Areley Court, Stourport, Worcester. August 21. Loug h-borough & Gedge, Gt Winchester st
 HARVEY, HENRY WIGHTMAN, Royal Asylum, Cheshire, nr Manchester. July 21. Boddington & Ball, Manchester
 HODGSON, JOHN, Gloucester Lodge, Woolwich, Military Tailor. August 21. Hewlett, Essex st, Strand
 KANE, JOSEPH JULIUS, Dover st, Piccadilly, H.M.'s Director of Continental Journeys. August 10. Lumley & Lumley, Conduit st, W.
 KAY, EDWARD GREENWOOD, Mill House, Whitworth, Spotland, Rochdale. July 21. Roberts, Rochdale
 KIRKHAM, JANE, Bolton rd, Blackburn. July 21. Parr & Co, Southport
 LEIGH, JANE, Kirkhall lane, Westleigh, Lancs. July 24. Hope, Atherton, Leigh
 LODER, Sir ROBERT, Whittlebury, Northampton, Bart. August 7. Ingram & Co, Lincoln's inn fields
 LOWSON, WILLIAM, East Boldon, Durham, Butcher. August 22. Lawson, Sun-derland
 MACMILLAN, JANET, Albion st, Kingston upon Hull. July 23. Moss & Co, Hull
 MONK, THOMAS, Church st, Preston, Surgeon. July 26. T & H Dodd, Preston
 NEARSE, WILLIAM RICHARD, Lenthall rd, Dalston, Gent. Aug 7. Harris & Otheman, Finsbury circus
 NUNN, THOMAS WILLIAM, Gt Bromley Lodge, Gt Bromley, Essex, Esq. Aug 4. Mustard, Manningtree, Essex
 OWEN, JOHN, Gladsworthy House, Barmouth, Merioneth, Minister of the Gospel. July 13. Rowlands, Machynlleth
 PARKINSON, ROBERT, Hornby terr, Morecambe. July 23. Fawcett, Caraforth
 PARR, HELEN MARY, Twyford Moors, Twyford, Southampton. Aug 1. Gus-cotte & Co, Essex st
 PRIDDE, HUMPHRY, High st, Winchester, Confectioner. July 7. Dowling, Winchester
 RICHARDS, THOMAS WILLIAMS, Dursley, Gloucester, Esq. July 31. Vizard & Co, Dursley
 ROBERTS, WILLIAM HENRY, St Mary Abbott's terr, Kensington, Gent. Aug 4. Tatton & Son, Lower Phillimore pl
 ROMNEY, ALICE, Ulverston. Aug 1. Johnston & Co, Raymond bldgs
 RUDD, JOHN BARTHOLOMEW, Marton in Cleveland, York, Esq. July 31. Stubbs, Middlesbrough
 SANDERS, WILLIAM HENRY, Finch rd, Handsworth, Retired Jeweller. Aug 20. Pointon, Birmingham
 SHACKLETON, EMMA, Wharf st, Swinton, York. July 26. Hattersley, Mex-borough
 SHAKESPEARE, HENRY ALEXANDER, Mian Mir, Punjab, India. Aug 15. Croese & Sons, Lancaster pl
 SHAW, JOHN, New Hey rd, Marsh, Huddersfield. July 21. Ramaden, Hudders-field
 SNOOK, MARY ANN, Quemerford Gate, nr Calne, Wilts. Aug 4. Gough, Calne
 SOLOMON, ABRAHAM HAMMOND, Beaufort Gardens, Brompton rd, Merchant. July 4. Farrar & Farrar, Wardrobe place
 TATE, SARAH ANN, George st, Lozells, Aston, nr Birmingham. Aug 20. Pointon, Birmingham
 THOMAS, CHARLOTTE, King st, Laugharne, Carmarthen. July 31. Barker & Co, Carmarthen
 TITLEY, THOMAS ADDISON, Leeds, Flax Spinner. Aug 1. Clarke & Son, Leeds
 VARLEY, JAMES, Brook st, Clitheroe, Lancaster. Aug 7. Hall & Co, Clitheroe
 VAUGHAN, JOHN, Clare Market, Strand, Butcher. Aug 15. Stretton, Chancery lane
 WATKINS, JOHN, Hirwain, Glamorgan, Gent. Sept 1. Walter H. Morgan and Rhys, Pontypridd
 WILMOTT, HARRIETT, Duke st, Grosvenor sq. Aug 10. Harper, Birmingham
 WINANS, WILLIAM MATTHIAS, Baltimore, Maryland, U.S.A., Civil Engineer. July 22. Markby & Co, Coleman st
 WOOD, JAMES, Springfield ter, Smithy lane, Huddersfield, Stone Mason. July 18. Laycock & Co, Huddersfield

London Gazette.—FRIDAY, June 29.

ABSON, THOMAS, Belmont st, Southport. July 31. Whitley & Co, Liverpool
 ARNOLD, JAMES FRANKLIN, Peterborough, Chartered Accountant Aug 1. Monks, Hornsey
 BROWN, HANNAH, St Nicholas Church st, Warwick. Sept 1. Handley & Brown, Warwick
 BRYANT, WALTER JOHN, Sussex sq, Hyde pk, Esq., M.R.C.P. Aug 31. Simpson & Cullingford, Gracechurch st
 BUTLER, ARTHUR JOHN, Smallbrook st, Birmingham, Hatter and Hosier. July 31. Sanders & Co, Birmingham

CAWTHRA, JOHN WILLIAM BRIGGS, Rushton rd, Thornbury, York, Stuff Merchant. Aug 13. Hutchinson & Son, Bradford
 FLINT, JOHN HENRY, Fenchurch st, Ship Agent. Aug 4. Swann & Co, Chancery lane
 GASTRELL, HENRY THWAITES, Lincoln's inn fields, Solicitor. July 31. Field & Co, Lincoln's inn fields
 HARRISON, MARY ANNE, Lansdown rd, Croydon. July 30. Mayhew & Sons, Saxmundham
 KEYMER, JOHN, Manchester, Merchant and Manufacturer. Aug 8. Earle & Co, Manchester
 LINARD, SOPHIA LOUISE, Manchester. Aug 11. Dixon, Manchester
 LIVING, EDWIN, Lorraine rd, Holloway, Gent. July 23. Seeley & Son, South sq
 MAMAM, SELOMAN, Hastings, Teacher of Languages. July 31. Watney & Co, Lombard st
 MARTINDALE, WILLIAM, Westgate, Stanhope, Durham, Retired Grocer. July 13. Hodgson, Stanhope
 MOORE, CAROLINE FRANCES WILLOUGHBY, Bar terr, Falmouth. Aug 1. Pritchard & Co Painters' Hall
 OPENSHAW, ELIZABETH, Stand, nr Manchester. August 17. Farrar & Hall, Manchester
 PARKIN, WILLIAM, Wickersley, York, Carpenter. Aug 10. Pashley & Hodgkinson, Rotherham
 PEACOCK, CHARLOTTE ELIZABETH, Stanhope st, Hyde Park. Aug 6. Evans & Co, Gray's inn sq
 PHILLIPPO, WILLIAM SKINNER, Wood Norton, Norfolk, Gent. Aug 10. Cosens-Hardy, Norwich
 SAMUELS, CAROLINE BROWN, Brompton avenue, Sefton Park, Liverpool. Aug 10. Dowse, Manchester
 SKELWOOD, RINFORD, Cullompton, Devonshire, Tanner. Aug 15. Girdlestone & Co, Pall Mall
 SHACKLETON, EMMA, Wharf st, Swinton, nr Rotherham, York. July 28. Hattersley, Mexborough
 SMITH, THOMAS, Longridge, Lancaster, Innkeeper. Sept 1. Edleston & Son, Preston
 STARRS, GEORGE HENRY, Bishop's Waltham, Southampton, Esq. July 18. Gater, Salisbury
 STREDWICK, SOPHIA, Carlton rd, Kilburn. Aug 9. Gurney & Son, Farnival's inn
 WOOD, WILLIAM THOMAS, Orsett, Essex, Grocer. Aug 6. Hunt & Co, St Swithin's lane
 YEO, FRANK ARN, Sketty, Glamorganshire, Esq., M.P. Aug 31. Woolacott, Gresham House, Old Broad st

London Gazette—TUESDAY, July 3.

ANDREWS, HENRY, Hurstpierpoint, Sussex, retired Ironmonger and Blacksmith. Aug 20. Hillman, Lewis
 BAYLEY, GEORGE FREDERICK, Camden park rd, Camden rd, Gent. Aug 10. Rowley & Co, Manchester
 BELL, GEORGE, Westgate rd, Newcastle upon Tyne. Aug 13. Ward, Newcastle upon Tyne
 BROMAGE, ANNE WILLIAMS, Monmouth. July 31. Deakin, Monmouth
 BROWNING, ANN, South Hylton, Durham. Sept 1. Kidson & Co, Sunderland
 BULLER, GEORGE NICHOLAS, Palace houses, Bayswater, Manufacturing Jeweller. Aug 7. Lettis Brothers, Bartlett's bldgs
 CLEMENTS, THOMAS EVANS, Bristol, Marine Engineer. Aug 11. Perham, Bristol
 COLEMAN, GEORGE, Trowbridge, Wilt, Gent. Aug 4. Mann & Rodway, Trowbridge
 DARENT, JOHN BURY, Warwick rd, Paddington. Gent. July 31. Palmer & Smith, Charles sq, Boxton
 EMERSON, ANNA DELICIA, Hillmorton rd, Rugby. July 30. Tatham & Pym, Frederick's pl
 GOODWIN, THOMAS, Acton sq, Salford, Gent. Aug 4. Hulme & Co, Manchester
 HALE, THOMAS, Church st, Burslem, Surgeon. Sept 29. Heaton & Son, Burslem
 HALLAM, ANN, Asylum rd, Peckham. Aug 5. Edwards & Son, Moorgate st
 HANNAH, CATHERINE, Bath rd, Exeter. Aug 1. Roberts, Exeter
 HAYES, HARRIETT ANNA, Queensborough terr, Bayswater. Aug 14. Twisden & Co, Russell sq
 HAYES, ROBERT, Iver, Bucks, Gent. Aug 14. Twisden & Co, Russell sq
 HIRD, FRANCIS, Palmira mansions, Brighton. Aug 11. Gwilt, Duke st
 HOWE, LOUISE, Park pl, Clifton, Bristol. Sept 1. Abbot & Co, Bristol
 HUGHES, DE LACY PHILIP, Sherborne lane, Merchant. Aug 16. Ward & Co, Gray's inn sq
 KIDMAN, JAMES, Gosmore, Ippollitts, Hertford, Gent. Aug 15. Wright, Hitchin
 NUTTING, SARAH, North End rd, Fulham. Aug 20. Barrett, Leadenhall st
 OXTORY, WILLIAM, Cattal lane, Hunsingore. July 10. Gilling, Knaresborough
 PALMER, LYDIA JOHNSON, Bloomfield grdns, Bath. Aug 25. Rees-Mogg & Davy, Bristol
 PEERS, SARAH, Stubbins lane, Ramsbottom, Lancaster. July 30. Butcher & Barlow, Bury
 REYNOLDS, ROBERT, Buckland st, New North rd, Gas Engineer and Plumber. July 28. Hulbert & Crowe, Broad st bldgs
 SMITH, ALICE, Brookhouse, Tollington, Lancaster. July 30. Butcher & Barlow, Bury
 SAMSON, DAVID THOMAS, Pentre, Kidwelly, Carmarthen, Ironmonger. Aug 2. Sampson, Carmarthen
 SPENCER, CHARLES, North Clifton, Nottingham, Blacksmith. July 11. Haigh, Newark on Trent
 STURGE, GEORGE, Woodthorpe, Sydenham Hill rd, Kent, Esq. Aug 31. Bell & Co, Lincoln's inn fields
 TEESDALE, JOHN MARMDUKE, Eppingham, Surrey, Solicitor. July 31. Maples & Co, Frederick's place
 TILLARD, JOHN HENRY, Great Suffolk st, Southwark, Oilman. Aug 15. Withall & Co, Bedford row
 TOVEY, CHARLES, Stokes Croft, Bristol, Wine Merchant. Aug 31. Perham, Bristol
 TWE, THOMAS HARRINGTON, Manor House, Chiswick, Doctor of Medicine. Aug 1. Dalston, Southampton street
 TWIST, DINAH, Chorley Old rd, Bolton, Lancaster. July 29. Balshaw and Hodgkinson, Bolton
 VALE, MARTINDALE EDWIN, Clevedon. Aug 1. Phillips & Co, Nicholas lane
 WAGNER, JOHANNNAH, Nerostrasse, Wiesbaden, Nassau, in Germany. Aug 15. Withall & Co, Bedford row
 WARD, RICHARD, Kirkgate, Leeds, Wholesale Provision Merchant. Aug 1. Bulmer & Lawson, Leeds
 WARREN, CHARLES WILLIAM, Queen's crescent, Haverstock Hill, India Rubber Manufacturer. Aug 7. Lettis Brothers, Bartlett's bldgs
 WEBSTER, HANNAH, Spring bank, Seamer lane, Falsgrave. July 11. Drawbridge & Rowntree, Newborough st, Scarborough

WILLIAM, WHITE, Morden rd, Blackheath, Esq. Aug 1. Barefield, Flounden bldgs

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, June 29.

RECEIVING ORDERS.

AKERHURST, FRANCIS JAMES, Birmingham, Tailor Birmingham Pet June 21 Ord June 21
 ALLSINE, EDWARD WENTWORTH FISHER HOLDER, Wellington rd, Bush Hill Park, Enfield, Ship Agent High Court Pet June 27 Ord June 27
 BADEN, WALTER, Wroughton, Wilts, Clerk Swindon Pet June 25 Ord June 25
 BALMFOURTH, JAMES, Morley, Yorks, Decorator Dewsbury Pet June 25 Ord June 25
 BENKEL, LOUIS, Stoke Newington rd, Stoke Newington, Middlesex, Watchmaker High Court Pet June 14 Ord June 26
 BENNING, WILLIAM, Cardiff, Tobaccoist Cardiff Pet June 19 Ord June 19
 BILLING, REGINALD, Huddleston rd, Tufnel Park, Upper Holloway, Wine Merchant High Court Pet May 26 Ord June 26
 BROOKES, HENRY, Birmingham, out of business Birmingham Pet June 15 Ord June 20
 BROWN, JOHN, & Co., Hyde, Cheshire, Builders Ashton under Lyne and Stalybridge Pet May 31 Ord June 27
 BUSHILL, JOHN WALTER, Isle of Ely, Cambridgeshire, out of business Peterborough Pet June 25 Ord June 25
 CARR, JOHN, Southampton, Medical Practitioner Southampton Pet June 25 Ord June 25
 CLARK, ROBERT JAMES, Worcester, Ironmonger Worcester Pet June 14 Ord June 14
 COOPER, EDWIN, Sharnhall, nr Wolverhampton, Licensed Victualler Wolverhampton Pet June 26 Ord June 26
 COXHEAD, HENRY GEORGE, and ALBERT CREASE COXHEAD, Old Jewry chmbrs, Merchants High Court Pet June 27 Ord June 27
 DAVIES, EDWARD, Birkenhead, Grocer's Assistant Birkenhead Pet June 25 Ord June 25
 DEADMAN, SAMUEL, Eastbourne, Builder Eastbourne and Lewes Pet June 25 Ord June 26
 DOWN, JOHN, and FREDERICK DOWN, Tavistock, Coach Builders EastStonehouse Pet June 25 Ord June 25
 DRAKE, WILLIAM FRANKLIN, Weedon Beck, Northamptonshire, Shopkeeper Northampton Pet June 27 Ord June 27
 ELDRIDGE, LEVI, Ventnor, Boot Dealer Newport and Ryde Pet June 23 Ord June 23
 EVANS, DAVID, Skewen, nr Neath, Colliery Wigher Neath Pet June 26 Ord June 26
 FISHER, EMILY GEORGIANA, Brigstock rd, Thornton Heath, Widow Croydon Pet June 12 Ord June 26
 FLETCHER, F, residence unknown High Court Pet May 15 Ord June 27
 FLECKNOE, HENRY WILSON, Newcastle on Tyne, Cowkeeper Newcastle on Tyne Pet June 26 Ord June 26
 GALE, GEORGE RICHARD, Neath, Grocer Neath Pet June 26 Ord June 26
 GARBUTT, JAMES, Malvern, Bootmaker Worcester Pet June 27 Ord June 27
 GOULSTON, EDMUND, and GEORGE EDMUND GOULSTON, Elmers End, Anerley, Mat Manufacturers High Court Pet June 28 Ord June 26
 GRANT, JOSEPH, Tipton, Baker Dudley Pet June 26 Ord June 26
 GRAEVES, JOSEPH, Sutton, nr Macclesfield, Farmer Macclesfield Pet June 23 Ord June 23
 HAMMILL, HENRY, Hartford rd, Kingsland, Builder High Court Pet June 23 Ord June 25
 HARTLEY, JOB, Birmingham, Contractor Birmingham Pet June 25 Ord June 25
 HEARD, EDWARD, New North rd, Middlesex, General Contractor High Court Pet June 11 Ord June 27
 HILTON, WILLIAM, Buxton, Derby, Grocer Stockport Pet June 25 Ord June 25
 HOBBSMAN, JOHN WILLIAM, Leeds, Grocer Leeds Pet June 25 Ord June 25
 IVENS, ALFRED THOMAS, Henley on Thames, Solicitor Reading Pet June 25 Ord June 26
 KEMP, SIDNEY, Ryde, Carpenter Newport and Ryde Pet June 9 Ord June 26
 KNIGHT, WILLIAM, Oldbury, Glassmaker Oldbury Pet June 27 Ord June 27
 LAUILLIER, ALFRED, and LUDGER HENRY, Liverpool, Dealers in Fancy Goods Liverpool Pet June 27 Ord June 27
 LONG, JOSEPH EDWARD, Longdon, nr Tewkesbury, Beer Retailer Worcester Pet June 25 Ord June 25
 McDONALD, GEORGE, Barrow in Furness, Grocer Ulverston and Barrow in Furness Pet June 26 Ord June 26
 NUTALL, WILLIAM FROST, Edith terr, West Brompton, Retired General High Court Pet June 25 Ord June 26
 ODDY, THOMAS, Shipley, Yorks Wheelwright Bradford Pet June 25 Ord June 25
 ROBERTS, ROBERT, Bangor, Ostler Bangor Pet June 25 Ord June 25
 ROYLE, JAMES HILDER, Manchester, Manufacturers' Agent Manchester Pet June 27 Ord June 27
 SMITH, WILLIAM, Lincoln, Tobaccoist Lincoln Pet June 26 Ord June 26
 STIDWORTHY, LEWIS EDWARD, Newton Abbot, Baker Exeter Pet June 25 Ord June 25
 THOMAS, ROBERT TABOR, Bristol, Commission Agent Bristol Pet June 25 Ord June 25
 TIDSWELL, WILLIAM BORMAN, Gt St Helen's, Bishopsgate st, Merchant High Court Pet June 25 Ord June 25
 WALTER, JACOB, Cheltenham, Grocer Cheltenham Pet June 25 Ord June 25
 WHEELER, WILLIAM, Tunbridge Wells, Poulterer Tunbridge Wells Pet June 25 Ord June 26
 WHITTAKER, JOSEPH, President st, Goswell rd, Paper Glazier High Court Pet June 26 Ord June 26
 WILLIAMS, JOHN, Westbury on Severn, Gloucestershire, General Dealer Gloucester Pet June 25 Ord June 25

FIRST MEETINGS.

AKERHURST, FRANCIS JAMES, Birmingham, Tailor July 11 at 11 35, Colmore row, Birmingham
 BADEN, WALTER, Wroughton, Wilts, Clerk July 9 at 1.30 Off Rec, 32, High st, Swindon
 BALL, HENRY, Rothwell, Northamptonshire, Commission Agent July 7 at 2 County Court, Northampton

BANKS, THOMAS JAMES, Buckhurst hill, Essex, Draper July 12 at 3 33, Carey st, Lincoln's inn
 BENNETT, JOHN, St Swithin's lane, Promoter of Public Companies July 6 at 11 33, Carey st, Lincoln's inn
 BENNING, WILLIAM, Cardiff, Tobacconist July 10 at 2.30 Off Rec, 29, Queen st, Cardiff
 BRIAN, WILLIAM, Daneville rd, Denmark hill, no occupation July 6 at 12 33, Carey st, Lincoln's inn
 BUSHILL, JOHN WALTER, Isle of Ely, Cambs, out of business July 13 at 12 County Court, Peterborough
 CARR, JOHN, Southampton, Medical Practitioner July 9 at 2.30 Off Rec, East st, Southampton
 COLEMAN, JOHN, Aylestone, Leicestershire, Baker July 6 at 12.30 28, Friar lane, Leicester
 CORBETT, ARTHUR RICHARD, Wellingborough, Publican July 7 at 1 County Court, Northampton
 CORRY, JOHN KENTREY, Bradford, Leather Merchant July 6 at 3.30 Off Rec, 31, Manor row, Bradford
 DAW, WILLIAM, Norwich, Grocer July 7 at 11.30 Off Rec, 8, King st, Norwich
 DUNSCOMBE, MATTHEW WILLIAM, Bristol, Optician July 9 at 12 Inns of Court Hotel, Holborn, London
 ELDRIDGE, LEVI, Ventnor, I W, Dealer in Boots July 6 at 2 Chamber of Commerce, 145, Cheapside
 FINDLAY, WILLIAM, Brighton, Baker July 9 at 12 Off Rec, 4, Pavilion bldgs, Brighton
 FLECKNOE, HENRY WILSON, Newcastle on Tyne, Cowkeeper July 10 at 2.30 Off Rec, Pink lane, Newcastle on Tyne
 GARRATT, CHARLES, Balsall Heath, Worcestershire, Painter July 10 at 12 25, Colmore row, Birmingham
 GREAVES, JOSEPH, Higher Sutton, nr Macclesfield, Farmer July 8 at 11 Off Rec, 23, King Edward st, Macclesfield
 GUDGIN, FRANK RICHARD, Marston Shelton, Bedfordshire, Dealer July 13 at 11 8, St Paul's sq, Bedford
 HANCOCK, JOSEPH, Northampton, Shoe Manufacturer July 9 at 1 County Court Northampton
 HANSON, LUTHER, Halifax, Electrical Engineer July 9 at 11 Off Rec, Townhall chmbrs, Halifax
 HARPER, JOHN, King's Lynn, Confectioner July 7 at 12 Off Rec, 8, King st, Norwich
 HILL, GEORGE, Northampton, Shoe Manufacturer July 9 at 3 County Court, Northampton
 HILTON, WILLIAM, Buxton, Derbyshire, Grocer July 6 at 12.30 Off Rec, County chmbrs, Market pl, Stockport
 HUTCHINSON, ROWLAND, Liverpool st, Firewood Dealer July 7 at 12 Off Rec, 1, High pavement, Nottingham
 KNIGHT, GEORGE, Leeds, Cabinet Maker July 9 at 11 Off Rec, 22, Park row, Leeds
 LONG, JOSEPH EDWARD, Longdon, nr Tewkesbury, Beer Retailer July 6 at 11 Off Rec, Worcester
 MACDONALD, JAMES, Fifth avenue, Queen's Park, Harrow rd, Clerk July 6 at 12 33, Carey st, Lincoln's inn
 MEW, GEORGE EDGAR, Beaufort rd, Kingston upon Thames, Solicitor July 6 at 11 33, Carey st, Lincoln's inn
 ODDY, THOMAS, Shipley, Yorks, Wheelwright July 7 at 10 Off Rec, 31, Manor row, Bradford
 PAUL, WILLIAM, Llanbadarnfawr, Cardigan, Farmer July 7 at 12.30 Townhall Aberystwith
 PRESTON, EMILY, Gt Yarmouth, School Proprietress July 13 at 10.30 L Blake, South Quay, Gt Yarmouth
 RICHARDS, RICHARD, Pontypridd, Ale Dealer July 6 at 12.15 Off Rec, 12, Tredegar pl, Newport, Mon
 SCATTEGOOD, ROBERT, Truro, Engineer July 6 at 11.30 Off Rec, Boscawen st, Truro
 SHARPE, ROBERT ARTHUR BENSON, Windermere, Photographer July 7 at 10.45 Off Rec, 37, Stramogate, Kendal
 SINGLETON, JOHN, Kendal, Physician July 7 at 11.15 Off Rec, 37, Stramogate, Kendal
 SMALDON, HENRY JAMES, Fenton, Staffs, Grocer July 10 at 10.30 Off Rec, Newcastle under Lyme
 STIDWORTHY, LEWIS EDWARD, Newton Abbot, Devon, Baker July 9 at 11 Castle of Exeter, Exeter
 STREATHEN, EDWARD, Raunds, Northamptonshire, Builder July 9 at 12 County Court, Northampton
 SWANE, JOHN MURRAY, Brighton, Corn Merchant July 6 at 12 Off Rec, 4, Pavilion bldgs, Brighton
 TATE, GEORGE, Norwich, Sugar Baker July 7 at 11 Off Rec, 8, King st, Norwich
 THOMAS, DAVID, Cardiff, Builder July 6 at 12 Off Rec, 29, Queen st, Cardiff
 UNDERWOOD, ALFRED, Ecclestone st, Pimlico, Dealer in Works of Art July 6 at 2.30 33, Carey st, Lincoln's inn
 WARD, JAMES WISEMAN, Otley, Yorks, Grocer July 9 at 12 Off Rec, 22, Park row, Leeds
 WHITEHEAD, GEORGE, Northampton, Clerk July 7 at 3 County Court, Northampton
 WILLIAMS, JOHN, Westbury-on-Severn, General Dealer July 7 at 8 Off Rec, 15, King st, Gloucester
 WOODWARD, CHARLES, and JAMES NORRIS, Westow hill, Upper Norwood, Tailors July 6 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn

ADJUDICATIONS.

AKKHURST, FRANK JAMES, Birmingham, Tailor Birmingham Pet June 31 Ord June 25
 BENNING, WILLIAM, Cardiff, Tobacconist Cardiff Pet June 19 Ord June 23
 BROWN, ALEXANDER, Lombard st High Court Pet April 19 Ord June 23
 BUSHILL, JOHN WALTER, Isle of Ely, Cambridgeshire, out of business Peterborough Pet June 21 Ord June 25
 BYERLEE, A., Wade place, Mile end rd, Rope-maker High Court Pet April 11 Ord June 25
 CLARK, ROBERT JAMES, Worcester, Ironmonger Worcester Pet June 14 Ord June 15
 DAVIES, EDWARD, Birkenhead, Grocer's Assistant Birkenhead Pet June 25 Ord June 26
 DRAKE, WILLIAM FRANKLIN, Weedon Beck, Northamptonshire, Shopkeeper Northampton Pet June 17 Ord June 27
 EVANS, DAVID, Skewen, nr Neath, Colliery Weigher Neath Pet June 26 Ord June 26
 FAWCETT, WILLIAM, New Cavendish st, Portland pl, Poultry Salesman High Court Pet June 23 Ord June 23
 FOZARD, HENRY, Ousest, Yorks, Woollen Manufacturer Dewsbury Pet June 18 Ord June 27
 FRASER, JAMES PIMM, and JOHN COEY, Mincing lane, Colonial Brokers High Court Pet Apr 18 Ord June 25
 GALE, GEORGE RICHARD, Neath, Grocer Neath Pet June 26 Ord June 30
 GARBUTT, JAMES, Malvern, Bootmaker Worcester Pet June 27 Ord June 27

GRANT, JOSEPH, Tipton, Baker Dudley Pet June 26 Ord June 28
 GRANT, WALTER JOHN, Ventnor, Painter Newport and Ryde Pet June 9 Ord June 23
 GREAVES, JOSEPH, Higher Sutton, nr Macclesfield, Farmer Macclesfield Pet June 23 Ord June 23
 GUDGIN, FRANK RICHARD, Marston Shelton, Beds, Dealer Bedford Pet June 23 Ord June 27
 HAMLIN, HENRY, Hartford rd, Kingsland, Builder High Court Pet June 23 Ord June 25
 HILTON, WILLIAM, Buxton, Grocer Stockport Pet June 25 Ord June 25
 HOESMAN, JOHN WILLIAM, Leeds, Grocer Leeds Pet June 25 Ord June 25
 HOUSTON, ALEXANDER, Ventnor, Land Agent Newport and Ryde Pet May 22 Ord June 6
 KELDAY, ARTHUR, WILLIAM CORNISH COOPER, and PERCY GILLING, Finsbury pavement, Auctioneers, &c. High Court Pet April 21 Ord June 23
 LHUILLIER, ALFRED, and LUDGER HENEF, Liverpool, Dealers in Fancy Goods Liverpool Pet June 27 Ord June 27
 MATTHEWS, CHARLES, Wolverhampton, Iron Fencing Manufacturer Wolverhampton Pet June 14 Ord June 25
 McDONALD, GEORGE, Barrow in Furness, Grocer and Baker Ulverston and Barrow in Furness Pet June 26 Ord June 26
 ODDY, THOMAS, Balldon, York, Wheelwright Bradford Pet June 25 Ord June 25
 PANNELL, WALTER, and WALTER HENRY PANNELL, King's rd, Chelsea, Grocers High Court Pet June 19 Ord June 26
 PAIRY, LEWIS, and WILLIAM EVANS, Treforest, Glamorganshire, Grocers Pontypridd Pet June 5 Ord June 19
 RATHBONE, GEORGE, and ROBERT RATHBONE, Northwich, Stonemasons Nantwich and Crewe Pet June 1 Ord June 25
 ROBERTS, ROBERT, Bangor, Ostler Bangor Pet June 25 Ord June 25
 ROYLE, JAMES HILDER, Manchester, Manufacturers' Agents Manchester Pet June 27 Ord June 27
 SMALDON, HARRY JAMES, and GEORGE ROSSITER SMALDON, Exeter, Builders Exeter Pet June 25 Ord June 25
 SMITH, GEORGE, Dewsbury, Yorks, Yarn Spinner Dewsbury Pet June 5 Ord June 27
 SMITH, WILLIAM, Lincoln, Tobacconist Lincoln Pet June 26 Ord June 26
 STEEDS, JOHN PLAYSTEY, Strand, Publisher High Court Pet June 22 Ord June 25
 STIDWORTHY, LEWIS EDWARD, Newton Abbot, Baker Exeter Pet June 25 Ord June 25
 STREEDWICK, GEORGE, Heathfield, Sussex, Farmer Lewes and Eastbourne Pet June 23 Ord June 27
 THOMAS, ROBERT TABOR, Bristol, Commission Agent Bristol Pet June 26 Ord June 26
 WALTER, JACOB, Cheltenham, Grocer Cheltenham Pet June 25 Ord June 25
 WARD, ELKANOR MARGARET, Evesham, Worcestershire, Milliner Worcester Pet June 20 Ord June 28
 WARREN, THOMAS, Princes Risborough, Buckinghamshire, Surgeon Aylesbury Pet June 8 Ord June 27
 WATERMAN, LOUIS DALE, Outer Temple, Accountant High Court Pet April 24 Ord June 25
 WEDDING, WILLIAM SAMUEL, West Cowes, Chemist Newport and Ryde Pet May 30 Ord May 30
 WILLIAMS, JOHN, Westbury on Severn, General Dealer Gloucester Pet June 25 Ord June 25
 YATES, GEORGE, Hartington, Derbyshire, Farmer Burton on Trent Pet June 8 Ord June 25

RECEIVING ORDER RESCINDED AND ADJUDICATION ANNULLED.
 BAKER, EDWARD BYLES, Moncrieff ter, Rye lane, Peckham, Ironmonger High Court Rec Ord July 31 Adjud Sept 10 Annul June 28

London Gazette.—TUESDAY, July 3.

RECEIVING ORDERS.

ANSSELL, LAWRENCE, Middle row, Knightsbridge, Clothier High Court Pet June 29 Ord June 29
 BEANLAND, JOHN EDWARD, Bradford, Builder Bradford Pet June 29 Ord June 29
 BLAND, ANNIE, York, Bootmaker York Pet June 30 Ord June 30
 BLIGHT, WILLIAM, Bideford, Farmer Barnstaple Pet June 28 Ord June 28
 BUENELL, HENRY, Minorities, out of business High Court Pet June 30 Ord June 30
 CRISNALL, THOMAS WILLIAM, Hallsleigh, Suffolk, Farmer Ipswich Pet June 29 Ord June 29
 CLEMENCE, GEORGE, Grimsworth rd, Wandsworth rd, Provision Dealer High Court Pet June 29 Ord June 29
 COGSWELL, JAMES, Furlay, Surrey, Builders' Foreman Croydon Pet June 26 Ord June 26
 CROOKES, ISAAC, Sheffield, Builder Sheffield Pet June 28 Ord June 28
 CROSSE, LEWELLYN EDWARD, Temperley rd, Balham, Painter Wandsworth Pet June 27 Ord June 27
 DELPHI, JOSHUA, Norwich, Printer Norwich Pet June 30 Ord June 30
 ELLIOTT, ROBERT, Durham, Innkeeper Durham Pet June 28 Ord June 28
 ELLIS, ADAM, Dewsbury, Yorks, Cattle Dealer Dewsbury Pet June 28 Ord June 28
 ELLIS, JOHN, Marsh, nr Huddersfield, Gardener Huddersfield Pet June 27 Ord June 27
 GREAVES, WILLIAM, Newmarket, Jockey Cambridge Pet June 30 Ord June 30
 GRIFFITHS, DAVID, Llanllwchaearn, Montgomeryshire, Coal Dealer Newtown Pet June 21 Ord June 28
 GRIMES, JOHN WILLIAM, Birmingham, Tailor Birmingham Pet June 13 Ord June 28
 HARVEY, G., Brighton, Widow Brighton Pet May 19 Ord June 19
 HICKS, RIVERS, Savage gardens, Tower hill, Merchant High Court Pet June 29 Ord June 29
 HITCHEN, HENRY, Wednesfield, Staffs, Grocer Wolverhampton Pet June 28 Ord June 29
 HUGHES, SAMUEL, Hoole, Cheshire, Beer Retailer Chester Pet June 29 Ord June 29
 JONES, J. W., and L. JONES, Clydach, Glamorganshire, Grocers Swansea Pet June 12 Ord June 29
 JONES, WILLIAM HUMPHREY, Anfield, nr Liverpool, out of business Liverpool Pet June 28 Ord June 28
 LANGHAM, HENRY, Gt Grimsby, Lincs, Innkeeper Gt Grimsby Pet June 28 Ord June 28
 LAWRENCE, WILLIAM HERBERT, Luton, Straw Hat Manufacturer Luton Pet June 28 Ord June 28

LEWIS, CHARLES COWELL, Southport, Plumber Liverpool Pet June 30 Ord June 30
 LUXTON, JOHN, Grosvenor rd, Highbury New Park, no occupation High Court Pet June 30 Ord June 30
 MORRIS, JOHN, Southgate rd, Islington High Court Ord June 18
 NYE, HARVEY R, Weston st, Bermondsey, Corn Merchant High Court Pet June 18 Ord June 29
 PARKIN, JOHN, Liskeard, Cornwall, Grocer East Stonehouse Pet June 28 Ord June 28
 PAYNE, CHARLES HENRY, Cheadle, Staffs, Innkeeper Stoke upon Trent and Longton Pet June 28 Ord June 28
 PHILLIPS, THOMAS, Wavertree, nr Liverpool, Oyster Merchant Liverpool Pet June 30 Ord June 30
 POTTER, JOHN WRIGHT, Scarborough, Gent Scarborough Pet May 14 Ord June 27
 PRINGLE, JAMES, Islington, Blacksmith Liverpool Pet June 28 Ord June 28
 REYNOLDS, WILLIAM, New Shildon, Durham, Draper Durham Pet June 30 Ord June 30
 ROBERTS, JOHN, Patricroft, Lancashire, Builder Salford Pet June 29 Ord June 30
 SCOTT, JAMES, Iadbroke Grove-rd, Notting hill, Boot Maker High Court Pet June 29 Ord June 29
 SENIOR, MARK, Dewsbury, Yorks, Artist Dewsbury Pet June 30 Ord June 30
 STOMM, W. J., Ludgate hill, Patent Agent High Court Pet June 11 Ord June 28
 TAPPENDEN, WILLIAM, Dartmouth, Grocer East Stonehouse Pet June 23 Ord June 23
 TERRY, THOMAS, Nottingham, Licensed Victualler Nottingham Pet June 30 Ord June 30
 TUBSAUD, JOSEPH RANDALL, Marylebone rd, Wax Modeller High Court Pet Mar 5 Ord June 28
 UDEN, WILLIAM, Canterbury, out of business Canterbury Pet June 30 Ord June 30
 WILSON, HENRY, and JOSEPH WAIN, Church ter, Battersea, Contractors Wandsworth Pet June 30 Ord June 28
 WYNNE, JOHN SALISBURY, Bagillt, Flintshire, Draper Chester Pet June 28 Ord June 28

FIRST MEETINGS.

ADDINGTON, T A EDWARDS, residence unknown July 10 at 12 Bankruptcy bldgs, Lincoln's Inn
 BALMFORTH, JAMES, Morley, Yorks, General Decorator July 11 at 3 Off Rec, Bank chmrs, Batley
 BRIGHT, WILLIAM, Bideford, Farmer July 12 at 12 Lee Hutchings, Auctioneer, Bideford
 BOSWELL, JOHN, Hemingby, Lincs, Miller July 12 at 12 Off Rec, 31, Silver st, Lincoln
 CHESNALL, THOMAS WILLIAM, Hadleigh, Suffolk, Farmer July 10 at 2.15 Off Rec, Ipswich
 COCKBURN, FRANK, Hoxton st, Hoxton, Grocer July 10 at 2.30 33, Carey st, Lincoln's Inn
 COOPER, EDWIN, Sharnhall, nr Wolverhampton, Licensed Victualler July 17 at 12.30 Off Rec, Wolverhampton
 COOPER, J G, Josephine avenue, Brixton hill, Builder July 11 at 11 33, Carey st, Lincoln's Inn
 DAVIES, EDWARD, Birkenhead, Grocer's Assistant July 18 at 2 Off Rec, 48, Hamilton sq, Birkenhead
 DOWN, JOHN, and FREDERICK DOWN, Tavistock, Devon, Coachbuilders July 18 at 12 10, Athenaeum ter, Plymouth
 EDWARDS, ISAAC NEWTON, St Albans, Solicitor July 17 at 12 Bankruptcy bldgs, Portland st, Lincoln's Inn fields
 EDWARDS, JAMES ALLON, Cadogan sq, Chelsea, no occupation July 10 at 8.30 Griffin Hotel, Kingston, Surrey
 ELLIOTT, ROBERT, Durham, Innkeeper July 10 at 5 Three Tuns Hotel, New Elvet, Durham
 ELLIS, JOHN, Marsh, nr Huddersfield, Gardener July 11 at 3 Haigh & Son, solos, New st, Huddersfield
 EVANS, DAVID, Skewon, nr Neath, Colliery Weigher July 10 at 12 Castle Hotel, Neath
 FRANKSIDE, ALONZO, Earlsheaton, Yorks, Book Keeper July 11 at 11 Off Rec, Bank chmrs, Batley
 FIELDING, JOSEPH, Blackburn, Mason July 10 at 2 County Court, Blackburn
 GALE, GEORGE RICHARD, Neath, Grocer July 10 at 1 Castle Hotel, Neath
 GARBUTT, JAMES, Malvern, Bootmaker July 11 at 11 Off Rec, Worcester
 GREAVES, WILLIAM, Newmarket, Jockey July 17 at 12 Off Rec, 5, Petty Cury, Cambridge
 GRIFFITHS, DAVID, Llanilwchaearn, Mont, Coal Dealer July 10 at 1 Off Rec, Llandidies
 HAMBLY, ELIZABETH MARY, Ipswich, Confectioner July 10 at 12 Off Rec, Ipswich
 HORSMAN, JOHN WILLIAM, Leeds, Grocer July 11 at 11 Off Rec, 22, Park row, Leeds
 KEMP, SIDNEY, Ryde, IW, Carpenter July 11 at 11.30 Fardells & Co, Ryde
 LESLIE, JOSEPH BLACKBURN, Sheffield, Chemist July 12 at 3 Off Rec, Figtree lane, Sheffield
 LINGARD, CHARLES, Gt Grimsby, Grocer July 11 at 12 Off Rec, 3, Haven st, Gt Grimsby
 MANLEY, WILLIAM J., residence unknown July 12 at 11 33, Carey st, Lincoln's Inn
 MITCHELL, ROBERT STEWART, Liverpool, Veterinary Surgeon July 11 at 3 Off Rec, 33, Victoria st, Liverpool
 MORWOOD, G. E., Cornhill, Insurance Broker July 12 at 12 Bankruptcy bldgs, Lincoln's Inn
 PACKER, HENRY JAMES, Reading, Oilman July 12 at 12 Queen's Hotel, Reading
 PARKIN, JOHN, Liskeard, Cornwall, Grocer July 18 at 11 10, Athenaeum ter, Plymouth
 PAYNE, CHARLES HENRY, Cheadle, Staffordshire, Innkeeper July 10 at 11 Off Rec, Newcastle under Lyme
 PHILLIPS, DANIEL, Llangeler, Carmarthenshire, Flannel Manufacturer July 10 at 11 Off Rec, Carmarthen
 FULLAN, WILLIAM HENRY, Moorgate st, Merchant July 12 at 11 33, Carey st, Carey st
 RATTY, JAMES HENRY, Plymouth, Tailor July 12 at 11 10, Athenaeum ter, Plymouth
 RICHARDS, ROBERT WINDOM, Castlefield, nr Cardiff, Undergraduate July 10 at 11.30 1, St Aldates, Oxford
 SLINGSBY, ROBERT, Lincoln, Photographer July 12 at 12.30 Off Rec, 31, Silver st, Lincoln
 STREDWICK, G., Heathfield, Sussex, Farmer July 10 at 12 Off Rec, 4, Pavilion bldgs, Brighton
 TAPPENDEN, WILLIAM, Dartmouth, Grocer July 12 at 12 10, Athenaeum terr, Plymouth
 TAYLOR, EDWARD, Castle st, Faleon sq, Merchant July 11 at 12 Bankruptcy bldgs, Portland st, Lincoln's Inn fields
 THOMAS, ROBERT TABOR, Bristol, Commission Agent July 12 at 12.30 Off Rec, Bank chmrs, Bristol

THOMSON, ROBERT, Wanstead, Essex, out of employment July 11 at 11 33, Carey st, Lincoln's Inn
 WALKER, WILLIAM, Colne, Lancashire, Cotton Manufacturer July 12 at 2.30 Crown Hotel, Colne
 WALTER, JACOB, Cheltenham, Grocer July 10 at 3 Off Rec, 15, King st, Gloucester
 WOODMAN, CORNELIUS, Downshire hill, Hampstead, Draper July 10 at 12 33, Carey st, Lincoln's Inn

The following amended notice is substituted for that published in the London Gazette of June 29.

HANSON, LUTHER, Halifax, Electrical Engineer July 11 at 11 Off Rec, Halifax

ADJUDICATIONS.

BADEN, WALTER, Wroughton, Wilts, Clerk Swindon Pet June 25 Ord June 29
 BALMFORTH, JAMES, Morley, Yorks, Decorator Dewsbury Pet June 25 Ord June 25
 BENTLEY, JOHN, Blisdale, Yorks, Farmer Northallerton Pet June 6 Ord June 23
 BURNELL, HENRY, Minorities, out of business High Court Pet June 30 Ord June 30
 CHESNALL, THOMAS WILLIAM, Hadleigh, Suffolk, Farmer Ipswich Pet June 29 Ord June 29
 GOOSWELL, JAMES, Whytecliffe rd, Parley, Surrey, Builders' Foreman Croydon Pet June 26 Ord June 26
 DIVES, THOMAS, Lingfield, Surrey, Builder Tunbridge Wells Pet May 7 Ord June 29
 ELLIOTT, ROBERT, Gilesgate, Durham, Innkeeper Durham Pet June 28 Ord June 28
 FEARNSIDE, ALONZO, Earlsheaton, Yorks, Book Keeper Dewsbury Pet June 21 Ord June 30
 GOODWIN, JOHN MORRIS, Charteris rd, Kilburn, Builder High Court Pet June 23 Ord June 30
 GREAVES, WILLIAM, Newmarket, Jockey Cambridge Pet June 30 Ord June 30
 HARPER, JOHN, King's Lynn, Confectioner King's Lynn Pet June 21 Ord June 27
 HAWKINS, FREDERICK GEORGE, Canterbury, Grocer Canterbury Pet June 14 Ord June 29
 HAYES, WILLIAM, Sheffield, Grocer Sheffield Pet June 2 Ord June 28
 HERBERT, JOHN, Worcester, retired Innkeeper Worcester Pet June 7 Ord June 23
 HITCHIN, HENRY, Wednesfield, Staffordshire, Grocer Wolverhampton Pet June 23 Ord June 29
 HUDSON, GEORGE, Hastings, Jeweller Hastings Pet June 6 Ord June 29
 HUGHES, SAMUEL, Hoole, Cheshire, Beer Retailer Chester Pet June 28 Ord June 28
 JOHNSON, JOHN, and CHARLES WILLIAM JOHNSON, Dewsbury, Yorks, Card Makers Dewsbury Pet May 24 Ord June 29
 KNIGHT, HENRY, Greenwich, Grocer Greenwich Pet June 14 Ord June 26
 LANGHAM, HENRY, Gt Grimsby, Innkeeper Gt Grimsby Pet June 25 Ord June 23
 LAWRENCE, WILLIAM HERBERT, Luton, Straw Hat Manufacturer Luton Pet June 28 Ord June 28
 LEWIS, CHARLES COWELL, Southport, Plumber Liverpool Pet June 29 Ord June 30
 LONG, JOSEPH EDWARD, Longdon, nr Tewkesbury, Beer Retailer Worcester Pet June 21 Ord June 25
 LUXTON, JOHN, Grosvenor rd, Highbury New Park, no occupation High Court Pet June 30 Ord June 30
 MANN, JOHN PERCY, Oldham, Innkeeper Oldham Pet June 22 Ord June 29
 OWEN, EDMUND, Chester, General Dealer Chester Pet June 11 Ord June 28
 PARKIN, JOHN, Liskeard, Cornwall, Grocer East Stonehouse Pet June 19 Ord June 29
 PAYNE, CHARLES HENRY, Cheadle, Staffordshire, Innkeeper Stoke upon Trent and Longton Pet June 28 Ord June 28
 PLANT, SMITH, Balsall Heath, Worcestershire, out of business Burton on Trent Pet June 11 Ord June 30
 POTTER, JOHN WRIGHT, Scarborough, Gent Scarborough Pet May 14 Ord June 30
 PRINGLE, JAMES, Liverpool, Blacksmith Liverpool Pet June 27 Ord June 28
 RATTY, JAMES HENRY, Plymouth, Tailor East Stonehouse Pet June 20 Ord June 30
 ROSE, JOSEPH ROBERT, Dartford, Kent, Club Proprietor High Court Pet May 29 Ord June 29
 SMITH, BERNARD, Upland rd, East Dulwich, Clerk High Court Pet May 11 Ord June 29
 TAPPENDEN, WILLIAM, Dartmouth, Grocer East Stonehouse Pet June 23 Ord June 23
 TERRY, THOMAS, Nottingham, Licensed Victualler Nottingham Pet June 30 Ord June 30
 UDEN, WILLIAM, Canterbury, out of business Canterbury Pet June 30 Ord June 30
 WOODMAN, CORNELIUS, Downshire hill, Hampstead, Draper High Court Pet March 29 Ord June 29
 WOODWARD, CHARLES, Westow hill, Upper Norwood, Tailor High Court Pet June 8 Ord June 29
 WYNNE, JOHN SALISBURY, Bagillt, Flintshire, Draper Chester Pet June 27 Ord June 28

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERERS AND STUTTERERS should read a little book by Mr. H. BRASLEY, Baron's-court-house, W. Kensington, London. Price 1s stamp. The author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

SALES OF ENSUING WEEK.

July 10.—Messrs. DRENNHAM, TEBSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold Properties, Leasehold and Copyhold Houses (see advertisement, June 2, p. 9).
 July 10.—Messrs. G. H. MASTERMAN & Co., at the Mart, at 2 p.m., Freehold Ground-rents (see advertisement, June 30, p. 4).
 July 11.—Messrs. EDWIN FOX & BOUAFIELD, at the Mart, at 2 p.m., Freehold Estates and Life Interests and Reversions (see advertisements, July 7, p. 608, and June 28, p. 4).

July 12.—Messrs. FARREROTHER, ELLIS, CLARK, & Co., at the Mart, at 2 p.m., Leasehold Shop and Business Premises (see advertisement, July 7, p. 603).
 July 12.—Messrs. BAKER & SONS, at the Mart, at 2 p.m., Freehold and Leasehold Investments (see advertisement, July 7, p. 603).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BEAUMONT.—July 4, at Coggeshall, Essex, the wife of George Frederick Beaumont, solicitor, of a daughter.
 CHALMERS.—July 1, at Edinburgh, the wife of Sir David Patrick Chalmers, Chief Justice of British Guiana, of a son.
 LEE.—June 22, at Shepherd's Hill, Harefield, the wife of Daniel W. Lee, barrister-at-law, Inner Temple, of a daughter.
 SCOTT.—June 19, at Rydal Lodge, Barnes, S.W., the wife of Edward Scott, solicitor, of a son.
 SWIFT.—June 29, at Huyton, the wife of William Swift, solicitor, of a son.
 TABRUM.—June 2, at Leytonstone, the wife of William J. Tabrum, solicitor, of a son.

DEATHS.

ANDERSON.—June 22, at Clapham-park, James Anderson, Q.C.
 McCALMONT.—June 24, at Tunbridge Wells, Hugh Barklie Blundell McCalmont, barrister-at-law, aged 51.
 STEE.—July 1, at Sutton, near Hounslow, Charles Steer, late Judge of the High Court, Calcutta, aged 77.

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s. 6d.; Country, 28s. 6d.; with the WEEKLY REPORTER, 53s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

CONTENTS.

CURRENT TOPICS.....	585	LAW SOCIETIES	595
DECISIONS ON THE SETTLED LAND ACTS, 1887-1887	587	LAW STUDENTS' JOURNAL	595
EXTENSION OF THE FUNCTIONS AND POWERS OF THE INCORPORATED LAW SOCIETY	588	THE BAR AND LAY CLIENTS	595
CORRESPONDENCE	589	LEGAL NEWS	595
THE SITTINGS OF THE QUEEN'S BENCH DIVISION	589	COURT PAPERS.....	597
		WINDING-UP NOTICES.....	597
		CREDITORS' NOTICES.....	597
		BANKRUPTCY NOTICES	599

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